

April 13, 1895.

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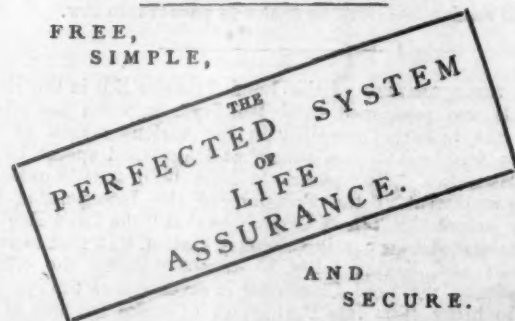
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CURRENT TOPICS.

IT NEED hardly be said that the conference of representatives of provincial law societies with the Council of the Incorporated Law Society, held on Friday last, decided to prosecute with the utmost energy the opposition to the Land Transfer Bill; and by this time the papers relating to the matter will be in the hands of solicitors throughout the country. It will now rest with the profession at large, by active individual effort, to render the opposition successful. It may be taken, on the one hand, that the Lord Chancellor is determined, if it be in any way possible, to have the Bill pushed through the House of Commons during the present session; and, on the other hand, that, if proper steps are taken by the local law societies, he is not likely to succeed in his determination. If the Bill does not pass during the present Parliament, the probability is that nothing more will be heard of it.

WHEN THE courts resume business on the 23rd of April there is a prospect that the cases in the various lists will be sufficiently numerous to provide work for the whole of the short Easter Sitting. But until next week, when the new cause books for the Chancery Division and the Court of Appeal are made up, the numbers of the cases in these books cannot be accurately ascertained.

ON WEDNESDAY, the 10th inst., the last day of the Hilary Sittings, there were indications in the courts of the Chancery Division that very little business remained to be disposed of. Only three of the judges of this division sat to hear motions and unopposed matters. Both divisions of the Court of Appeal rose for the vacation on Tuesday, the 9th inst. The judges of the Queen's Bench Division, on the other hand, had cases before them on Wednesday of more or less importance in nine or ten courts, in addition to one court being occupied by the Railway and Canal Commission.

WE PRINT elsewhere a rule of the Supreme Court explanatory of the rule of December 10, 1894 (*ante*, p. 111). The latter rule regulates the summary proceedings to be taken under sub-section (1) of section 70 of the Local Government Act, 1894, when any question arises as to the transfer of powers, duties, or liabilities to any parish council, parish meeting, or district council, or the vesting of property in any parish council, or in the chairman and overseers of a rural parish, or in a dis-

strict council. Doubts have risen whether the rule also applies to sub-section (2), which relates to questions arising with respect to charities. It is now declared that the rule applies only to sub-section (1).

WE PRINT elsewhere a set of rules under the Companies (Winding-up) Act, 1890, which are identical with the draft rules published recently (*ante*, p. 282). The effect of the first rule will be to accelerate the first meetings of creditors and contributories, since it will no longer be necessary to delay them till after the company's statement of affairs has been submitted; and the official receiver consequently will have no reason for taking steps in the realization of the assets of the company before the conduct of the winding up has been decided upon. The second rule enables the court, in cases where the meetings of creditors and of contributories have each passed the same resolutions or resolutions identical in effect, forthwith upon the application of the official receiver to make the appointments necessary for giving effect to the resolutions.

IN THE BILL called the Supreme Court (Officers) Bill, which is now before the House of Commons, and was noticed by us last week, the Lord Chancellor is empowered to regulate by order (a) the number, qualifications, style, classification, duties, transfers, and attendance of officers of the Supreme Court; (b) the amalgamation of two or more offices, or the distribution of the duties of an officer among two or more officers; (c) holidays, sick leave, and the temporary employment of substitutes; and (d) promotion, succession, age for retirement, and removal. The enormous power by these provisions proposed to be given to a single individual, however exalted his position, are of so autocratic a nature as to give rise to apprehension among some of the officers of the Supreme Court. The only saving clause is contained in clause 2 (3), which has an exception that any "order as to retirement or removal is not to apply to any officer appointed before the passing of this Act who holds office during good behaviour." The mischief of the Bill is that the Lord Chancellor may, without consultation, without investigation, and regardless even of unrepealed Acts of Parliament, make orders which may have a most far-reaching effect. We print elsewhere a letter from an esteemed correspondent pointing out in detail what the effect may be.

THE RECENT contest between *The Valkyrie* and *The Satanita* in the Law Courts (*ante*, p. 380) is of even more interest to the yachting world than the history of their respective nautical achievements. We think that the decision of the Court of Appeal was, under the circumstances, correct. *The Valkyrie* was sunk by the fault of *The Satanita* in the Clyde, near Hunter's Quay, on the morning of the 5th of July, 1894. The two yachts were entered for a race under the rules of the Yacht Racing Association. One of these rules provided that the owners of competing yachts should pay "all damages" which they occasioned. Did this provision deprive the owner of *The Satanita* of the right to limit his liability to £8 per ton of the registered tonnage under the Merchant Shipping Act? The answer to this question depended upon two issues. First, was there any contract between the owners of the two yachts which would enable the one to sue the other for a breach of the rules of the Association? Mr. Justice BRUCE left this point open. The Court of Appeal settled it in the affirmative. The rival yacht owners undertook no obligation towards the Association. The Association had no duty towards them, nor any rights against them, in so far as the question of damages was concerned. It was only reasonable, therefore, to hold that they had contracted with each other. *Meredith v. Wilson* (1893, 69 L. T. 536) and kindred cases justify this conclusion as a piece of *a fortiori* reasoning. Then, what was the meaning of "all damages"? Mr. Justice BRUCE held it to signify "all damages recoverable by law," and, therefore, not to deprive the defendant of the benefit of the Merchant Shipping Act. The Court of Appeal took the contrary view. Having regard to the fact that the competing yachts had to be managed by the owners or amateur helmsmen, we entertain little doubt that on

this point, too, the decision of the appellate tribunal is right. In future, however, it might be well to make the ouster of the Merchant Shipping Act a trifle more distinct where it is intended to be effected by rules.

THE NEW Patents Bill, which has just been introduced into the House of Commons by Mr. MOULTON, Sir RICHARD WEBSTER, and Mr. HALDANE, is a useful, though modest, measure. Its main provisions are as follows:—(1) Letters patent are henceforth not to be invalidated by any prior publication of the invention contained in them, if (a) such publication was made inadvertently or without the consent or knowledge of the patentee; (b) the matter of it was derived from him; and (c) he applied for and obtained protection for his invention with all reasonable diligence after learning of it, if it came to his knowledge. This will obviate for the future the hardship— with which all patent lawyers are familiar—of the defeat of a patent by the accidental or fraudulent publication of the invention prior to the date of the acceptance of the complete specification. (2) During the period of provisional protection, an inventor may protect "developments" of, and "improvements" upon, his invention by "supplementary provisional specifications," and the plea of "variance" is abolished, both as a ground of opposition and (overruling *Vickers v. Siddell*, 15 App. Cas. 496) an objection to the validity of a patent. The Patent Office has, however, apparently still the right and duty of examining into the question of "variance." We trust that its functions in this respect will henceforward be imperative, and not merely, as they are at present, directory. (3) An invention is not to be invalidated by prior publication of more than fifty years' antiquity. The merit of this provision is too obvious to need comment or defence. It has been justified by long experience in other countries. (4) A patentee is to be entitled, by a simple notice to the Comptroller-General, to disclaim any "distinct" claim, provided that the disclaimer names at least one distinct claim in the specification. The right to put the amended specification in evidence is governed by sections 18 and 19 of the Patents Acts, 1883 to 1888. (5) In actions for continuing infringement the plaintiff may deliver his statement of claim and particulars of breaches with his writ, and immediately after appearance is entered for the defendant either party may enter the case for trial; but no such action is to come on for trial until three weeks after the delivery of the defence and particulars of objections without the plaintiff's consent. The new Patents Bill is a good one, and we trust that even in the present crowded session time will be found to pass it into law.

THE THIRD READING of the Land Transfer Bill in the House of Lords was postponed until Monday last, when the silence which has hitherto prevailed in the various stages of this measure was broken by a somewhat lengthened speech by the Lord Chancellor. He appears to have been greatly exercised by the statement of the President of the Incorporated Law Society before the Trusts Committee that "the Land Registry was established as a purely voluntary system. In that capacity it failed; and, having failed to attract business, the officials have induced the Lord Chancellor in seven out of the last nine years to bring Bills into Parliament to make the use of the registry compulsory in a district to be named, with a view, of course, to make it compulsory throughout the country." Upon this the Lord Chancellor remarked that "the Bills which I have introduced have not been brought in by me at the instance of the officials of the Land Registry. . . . I certainly should not, at the instance of the officials of the Land Registry, and with the view of increasing the fees there, have put myself to the trouble of introducing measures such as this, nor should I have dreamed of inviting your lordships to pass into law a measure of this importance merely that the fees of the Land Registry might be increased." We must be permitted to point out that the Lord Chancellor has failed to observe the terms of the president's statement. He did not allege, and, so far as we know, no one has alleged, that the Lord Chancellor's motive in introducing the Bills was "merely that the fees of the Land Registry might be increased." The

allegation is that, personally knowing practically nothing about the transfer of land, he and his predecessor have been induced, by the representations of the officials of the Land Registry, to believe that the transfer of land can be made in substance as easy as that of stock, and that an office can be created which will transact the business of transfer with greater speed, economy, and efficiency than it is transacted under the present system. We imagine that neither the Lord Chancellor nor his predecessor will be able to deny the absolute correctness of this statement. One remark made by the Lord Chancellor in the course of his speech deserves special attention. He said: "Although I do not for a moment intend to say that the solicitors in their opposition are actuated by any conscious self-interest, yet undoubtedly some of them are very fully alive to the impression that the result of passing the Bill would be very disadvantageous to them."

I believe that this impression is exaggerated, but, nevertheless, one finds in certain quarters those who entertain it. It will be observed that the Lord Chancellor, who ought to know what is likely to be the effect of the Bill, does not pretend to deny that it will be disadvantageous to solicitors. All he can say is that he believes that the impression is "exaggerated." We ought to hear no more after this of the notion that landowners and not solicitors will be the persons who will suffer loss in case the measure passes into law. The Lord Chancellor also intimated—what was tolerably well known before—that the intention is, in the first instance, to try the new system in the register counties of Middlesex and Yorkshire, or one of them. The staffs of officers for working the measure are, of course, in these counties already in existence; they are the "fattest" hunting grounds to be found for the officials of the Land Registry, and it is no doubt supposed that Middlesex and Yorkshire landowners and solicitors, being accustomed to visits to the Registry, will object less to the burden intended to be imposed on purchasers. We imagine the promoters of the Bill will find they are mistaken in this last supposition.

THE COUNTY COURTS ACT, 1888, s. 74, provides that, by leave of the judge or registrar, every action or matter may be commenced in the county court in the district of which "the cause of action or claim wholly or in part arose." This enactment has given rise to various decisions determining what are the facts which can really be said to be material to the cause of action. Amongst such facts it has been held that non-payment at the place of payment designated by the contracting parties must certainly be included (*Northey v. Gidney*, 38 SOLICITORS' JOURNAL, 39, C. A.). Where there is a contract for the sale of goods the invoice usually mentions the vendor's place of business, which must then be regarded as the proper place of payment (*Ibid.*). It is submitted that, in such a case, for the purpose of determining where the cause of action "arose," within the meaning of the above enactment, regard must be had to the original default in payment at the place of business named in the invoice, notwithstanding the rule (as to which see *Shepherd's Touchstone*, chap. 6, p. 136; *Fessard v. Mugnier*, 18 O. B. N. S. 286), which obliges the debtor to seek his creditor and tender to him the money due wherever he may happen to be within the realm of England. Some doubt, we understand, prevails in certain quarters on this subject, and it has even been suggested that, having regard to the rule just cited, when a vendor of goods, after default made in payment by the vendee, quits the place of business given in the invoice for one situate in quite another county court district, the cause of action may be said to have arisen in this district so as to entitle the vendor to obtain leave to sue the vendee there under the enactment in question. We venture to think, however, that this position cannot seriously be maintained. Default in payment under a contract is not, in its nature, a continuing breach, but, on the contrary, is one which occurs once and for all. In other words, the cause of action which such a breach of contract confers arises the moment the stipulated period of payment has arrived and default has been made. The Statute of Limitations then commences to run, and no subsequent omission by the vendee to tender to the vendor the purchase-money can constitute a fresh cause of action, or prolong the prescribed limit of time within which legal proceedings against the defaulting vendee must be commenced.

THE PRIVY COUNCIL in the recent appeal in *Forget v. Ostigny* from Lower Canada have followed the principle established by *Thacker v. Hardy* (4 Q. B. D. 685) as to the effect of the Gaming Act, 1845 (8 & 9 Vict. c. 109), upon speculations on the Stock Exchange. Mere speculation does not, in itself, involve any gaming or wagering. A man who employs a broker to speculate for him—that is, to buy and sell shares—may intend to settle only the differences in price, and may not contemplate the actual holding by himself of any shares which are bought, or the actual delivery by himself of any shares which are sold. But if, in the course of his employment, the broker enters into actual contracts of purchase and sale, the intention of the principal is immaterial. "The essence of gaming and wagering," said *COTTON, L.J.*, in *Thacker v. Hardy*, "is that one party is to win and the other to lose upon a future event, which at the time of the contract is of an uncertain nature—that is to say, if the event turns out one way A. will lose, but if it turns out the other way he will win." But under the circumstances described above, which occurred both in *Thacker v. Hardy* and in *Forget v. Ostigny*, the principal and the broker are not placed in this position with regard to each other, nor is either of them placed in any such position with regard to the jobbers with whom the broker deals. As between the broker and the jobber the transactions are perfectly *bond fide*. The jobber only knows that contracts are being entered into in the usual course of business which he will be able to enforce against the broker. He has no knowledge that the broker's principal is a mere speculator. And as between the principal and the broker, it is the former only who stands either to lose or win according to the result of the transactions. The broker is only interested to the extent of his commission, which he charges equally on purchases and sales, and whether his principal is fortunate or the reverse. There are cases, indeed, in which speculation in differences has been held to be gaming and wagering, but apparently this result can only be correctly arrived at where the transactions are between two principals (see judgments in *Thacker v. Hardy*). On neither side is there then any intention actually to buy or sell, and consequently the payment of the difference on the transactions simply means a gain to one party and a loss to the other according to a future uncertain event. But as between principal and broker this is not the case, and neither the Gaming Act in this country, nor the corresponding article of the Canadian Code, prevent the broker from suing his principal in respect of any obligation the latter may have incurred.

THE SHOP HOURS BILL has just received the Royal Assent, and so the defect in section 4 of the Shop Hours Act, 1892 (55 & 56 Vict. c. 62), as revealed by the case of *Hammond v. Puleford* (ante, p. 181; 1895, 1 Q. B. 223), has been remedied. By the Act which has just passed, if any employer fails to keep exhibited the notice required by section 4 of the Shop Hours Act, 1892, he is liable to a penalty of forty shillings. On referring to section 4 of the Act of 1892 we find what this notice is. The section provides that "in every shop in which a young person is employed a notice shall be kept exhibited by the employer in a conspicuous place referring to the provisions of the Act, and stating the number of hours in the week during which a young person may lawfully be employed in that shop"; and by the interpretation clause a young person means a person under the age of eighteen years. Now this section provides no fine or penalty for a breach of its requirements, and an attempt made in the case of *Hammond v. Puleford* to import into the section the fine imposed by section 5 failed, that fine being imposed when a young person is employed in a shop contrary to the provisions of the Act. The decision in that case was that the failure to exhibit the notice required by section 4 was not an employing of a young person in a shop contrary to the provisions of the Act, and there can be very little doubt that that decision was correct, and that the omission to provide a penalty was simply an accidental omission on the part of the Legislature. This omission was a serious defect in the Act, and would have very considerably interfered with the objects which the Legislature had in view in passing these Shop Hours Acts, but it has been promptly met by the Amending Act just passed at the instance of the Home Secretary. It is useful to point out

that the notice must be in a conspicuous place; it must refer to the provisions of the Act, and it must state the number of hours in the week during which young persons may be employed in the shop.

THERE is only one point which calls for notice in the *QUEENSBERRY* libel case, and it is an incidental one—viz., the fresh evidence which it afforded of the necessity for such an amendment of Lord Campbell's Act as will enable the defendant in a prosecution for criminal libel to go into evidence of justification before the magistrate. If the prosecutor in the recent case had been cross-examined at the police-court stage of the proceedings, the case would probably never have got the length of the Old Bailey. Moreover, while the decision in *Reg. v. Carden* (5 Q. B. D. 1), precluding magistrates from hearing evidence in support of a plea of justification in a prosecution for criminal libel, is satisfactory enough as an interpretation of Lord Campbell's Act, it neither offers, nor in our opinion contains, any reason against such an amendment of that statute as will enable a defendant in a prosecution for criminal libel to get his witnesses as to justification or privilege called and bound over, or their evidence perpetuated.

A CHANGING PROCEDURE.

WE made the observation last week that the profession would view with perfect complacency the postponement of the revision of the rules to the Greek Kalends. We may add, further, that if a newly-revised code of Rules of Court is issued at a time when in several departments of procedure changes are brewing which will necessitate the supplementing of the revised code by subsequent batches of new rules, the feeling of the profession will be quite the opposite of a complacent one. The question of service out of the jurisdiction of documents other than writs of summons is awaiting the reconsideration of the Rule Committee, and in our humble opinion, moreover, the committee will do well to postpone revision until the practice on the Queen's Bench side has had time to adapt itself to the new environment created for it by the Judicature Act, 1894. Under the influence of that Act the practice of Queen's Bench chambers appears to be drifting on a sea of uncertainty, and it would be most undesirable to issue a complete new code of Rules of Court at a time when the work of judges' chambers is in a state of transition probably leading up to fresh changes and new rules.

Last week we reported a case of *Black v. Dawson* (ante, p. 380) which raised a question under the Judicature Act, 1894, s. 1 (4), commonly called the "practice and procedure section." The judge in chambers gave leave to serve a writ of summons out of the jurisdiction, and the writ was served accordingly. Subsequently the defendant moved the Divisional Court under ord. 12, r. 30, to set aside the service and discharge the order to serve. He was perfectly within his right in doing this, for the rule says that a defendant may without appearing "serve notice of motion to set aside service of the writ or notice of the writ, or to discharge the order authorizing such service." The Divisional Court held that this was an appeal on a matter of practice and procedure, and therefore must go to the Court of Appeal. The mere fact of such a decision being given shows that the Divisional Court felt itself in a difficulty, for it is well established that a motion to set aside an order made *ex parte* is not in any sense an appeal. It is, indeed, commonly made to the judge who made the order. The Court of Appeal was as much puzzled as the Divisional Court, for it found itself face to face with an original notice of motion, which, being without original jurisdiction in Queen's Bench actions, it was powerless to hear. After a consultation between both divisions of the Court of Appeal, it was decided that the application must first be made by summons before the judge in chambers, and could only be brought to the Court of Appeal by way of appeal from his decision. In other words, the learned judges found the aforesaid sea of uncertainty so difficult to navigate that they deemed it necessary to lighten the ship by pitching overboard ord. 12, r. 30. Happily the capacious internal requirements of the Chan-

cery Division were at hand to rescue that rule from the dark waters of oblivion. In the Chancery Division an application to set aside service of a writ is made by motion, and cannot in fact be made otherwise. As regards actions in the Queen's Bench Division, however, the rule is now entirely wrong and misleading. It tells parties they may apply by notice of motion, whereas the fact now is that if they do so apply there is no court which has jurisdiction to hear them.

But the case of *Black v. Dawson* has a wider significance. It shows that the system of chamber work on the Queen's Bench side has been shaken by the Judicature Act of 1894 to an extent which cannot at present be accurately gauged. On a previous occasion (ante, p. 340) we called attention to the decision of the Court of Appeal in *Hood Barrs v. Cathcart* (ante, p. 282), where it was held that the judge in chambers had no longer power to refer any question coming before him to be argued in court. He must make bricks without straw. However complicated or difficult the question before him may be; however necessary he may consider it that the point should be argued in court before it is decided; however unsuitable to its proper determination he may find the hurry and bustle of chamber business, he must decide it. The reason is obvious. The Divisional Court has no longer any jurisdiction to deal with "practice and procedure," and the Court of Appeal, which has taken it over, has no original jurisdiction except in Lunacy, and, in the legal interpretation of the term at any rate, the provision contained in the Judicature Act, 1894, s. 1 (4), cannot be considered as Lunacy.

At the same time that this power to refer to the court has been taken away from the judge in chambers, such questions as the appointment of receiver (*Hood Barrs v. Cathcart*, 11 Times Rep. 262, which presumably carries with it the granting or refusing of injunctions, since both are included in the Judicature Act, 1873, s. 25, sub-section 8, and in the Judicature Act, 1894, s. 1 (b), (ii.)), and the setting aside of service out of the jurisdiction (*Black v. Dawson*, *supra*) have been held to be matters of "practice and procedure" within the Judicature Act, 1894, s. 1 (4). The Divisional Court, therefore, has no longer any jurisdiction to deal with them. When we consider that the original jurisdiction of the Divisional Court with regard to receivers and injunctions has been taken away, and the compulsory duty of deciding the important questions involved in such applications has been imposed upon the judge in chambers by the Court of Appeal, without any direct statutory enactment depriving the Divisional Court of jurisdiction, it is impossible not to feel that questions have thereby been raised which have greatly unsettled procedure in judges' chambers. We are still labouring under a changing procedure on the Queen's Bench side, and we hope the old adage about the unwisdom of swapping horses while crossing the stream will be borne in mind by the Rule Committee when they come to consider the question of re-issuing the rules in a revised form.

NEGOTIABLE INSTRUMENTS AND THE DOCTRINE OF NEGLIGENCE.

I.

THE judgments delivered by the Court of Appeal (Lord ESHER, M.R., and LOPES and RIGBY, L.JJ.) in *Schofield v. Lord Londesborough* (43 W. R. 331) reveal an important difference of opinion as to the liability of the acceptor of a bill of exchange to subsequent holders. The action was to recover £3,500 on a bill of exchange drawn by F. C. S. SANDERS and accepted by the defendant, the plaintiff being the holder of the bill in good faith and for value. When the defendant accepted the bill it was a bill for £500 only, and afterwards, before indorsement, it was fraudulently altered by the drawer into a bill for £3,500. The bill bore a £2 stamp, sufficient to cover £4,000, and the drawer had made the alteration of the amount of the bill an easy matter by leaving suitable spaces in the body of the bill, where the amount was stated in words, and by leaving a space between the sign "£" and the figures "500" in the corner of the bill. The exact form of the bill as drawn for acceptance, and as altered after acceptance, can be readily understood from the report. The plaintiff claimed to recover the whole £3,500 from the defendant, on the ground that the latter was estopped

from alleging the alterations by reason of his negligence in accepting the bill in the form in which he accepted it, and on the bill stamp on which it was drawn.

To say that the defendant was estopped from setting up the alterations against the plaintiff is equivalent to saying that he owed a duty to the plaintiff, that by his negligent acceptance of the bill he had committed a breach of the duty, and that he was consequently liable to compensate the plaintiff. The case accordingly was treated as raising, first, the question whether the acceptor of a bill of exchange owes any duty to subsequent holders not to be negligent in respect of his acceptance of the bill. Assuming such duty to exist, there were the further questions, whether the defendant had been in fact negligent, and whether the negligence was the proximate cause of the plaintiff's loss. CHARLES, J., answered the first question in the affirmative, but he held that there was in fact no negligence, and, under section 64 (1) of the Bills of Exchange Act, 1882, he allowed the plaintiff to recover only £500, the amount of the bill when accepted. In the Court of Appeal LORD ESHER and RIBBY, L.J., answered all three questions in the negative. There was no duty not to accept negligently; if there was, there was no negligence; and if there was negligence, it was not the proximate cause of the loss. LOPES, L.J., on the other hand, agreed with CHARLES, J., in holding there was a duty, but he also held that the acceptor had been negligent, and that his negligence was the proximate cause of the loss. Consequently he was of opinion that judgment should be entered for the plaintiff for £3,500. In the result the decision of CHARLES, J., was affirmed.

The case which is chiefly relied on as shewing the existence of a duty under such circumstances as the present is *Young v. Grote* (4 Bing. 253). A customer of a bank gave his wife blank cheques signed by himself, requesting his wife to fill up the blanks according to the requirements of his business. She caused one to be filled up for the sum of £52 2s., but this was done in such a manner that it was easy for the 52 to be turned into 352. She delivered the cheque to her husband's clerk to be cashed. The clerk made the alteration, and received £352 2s. from the bank. The bankers subsequently sought to debit the customer with the full amount, and, the customer objecting, the matter was referred to an arbitrator. He found that the customer had been guilty of gross negligence, and that he ought to make good to the bankers the loss they had sustained. His conclusion was brought before the Court of Common Pleas for review, and was unanimously supported. It was agreed that the customer was to blame, and that upon him, consequently, the loss ought to fall. "We decide here," said BRET, C.J., "on the ground that the banker has been misled by want of proper caution on the part of the customer."

The principle underlying *Young v. Grote* has been the subject of much discussion. In *Roberts v. Tucker* (16 Q. B. 579) PARKER, B., said that the customer had, by signing a blank cheque, given authority to any person into whose hands it was to fall, to fill it up in whatever way the blank permitted. In *Bank of Ireland v. Trustees of Evans' Charities* (5 H. L. C. 413) LORD CRANWORTH, C., put the case upon the ground of estoppel. "The case of *Young v. Grote*," he observed, "went upon the ground (whether correctly arrived at in point of fact is immaterial) that the plaintiff there was estopped from saying that he did not sign the cheque for £350; and if the circumstances are such, whether arising from negligence or from any other cause, that, as between the customer and his banker, the customer is estopped from saying that he did not sign the cheque for a particular amount, that, as between them, is just the same as if he had signed it." In *Ex parte Swan* (7 O. B. N. S. 446) WILLIAMS, J., after referring, *inter alia*, to the two last-mentioned cases, said that it seemed doubtful whether the cases as to the liability of a man who signs a blank bill or note or cheque were founded on the doctrine of estoppel, or on a rule of the law merchant that an actual authority is thereby conferred on the person in whose hands the instrument is.

Estoppel and implied authority are at best technical grounds. In *Swan v. North British Australasian Co.* (2 H. & C. p. 182) BLACKBURN, J., referred to "the broader ground . . . that the person putting in circulation a bill of exchange does, by the law merchant, owe a duty to all parties to the bill to take

reasonable precautions against the possibility of fraudulent alterations in it"; and in the same case (*ibid.*, 190) COCKBURN, C.J., pointed out that while, under circumstances such as those in *Young v. Grote*, the customer would be entitled to recover from the banker the amount paid on the cheque, the banker having no voucher to justify the payment, yet the banker would be entitled to recover from the customer for the loss sustained through the negligence of the latter. Possibly, therefore, it was to prevent circuity of action that the banker was allowed to set up the negligence of his customer as a defence in an action by the customer to recover the amount. Or, as was said by CLEASBY, B., in delivering the judgment of the Court of Exchequer in *Halifax Union v. Wheelwright* (L. R. 10 Ex. p. 192), the conclusion in *Young v. Grote* "is perhaps only an application of one of those general principles which do not belong to the municipal law of any particular country, but which we cannot help giving effect to in the administration of justice—namely, that a man cannot take advantage of his own wrong; a man cannot complain of the consequence of his own default against a person who was misled by that default without any fault of his own." The matter may also be put upon the ground that, whenever one of two innocent parties must suffer by the act of a third person, he who has enabled such third person to occasion the loss must sustain it (*Lickbarrow v. Mason*, 2 T. R. p. 70; cf. *Arnold v. Cheque Bank*, 1 O. P. D. p. 587).

In *Bazendale v. Bennett* (3 Q. B. D. 525) LORD ESHER, then BRETT, L.J., said that the observations made by the House of Lords in the case of *Bank of Ireland v. Trustees of Evans' Charities* (*supra*) had shaken *Young v. Grote* as an authority, but, as was pointed out by CHARLES, J., in the present case (38 SOLICITORS' JOURNAL, 619), the remark seems to be erroneous. Lord CRANWORTH, indeed, expressly said that the case appeared to have been well decided. In the view of CHARLES, J., the cases above cited shewed that a person who signs a negotiable instrument, with the intention that it shall be delivered to a series of holders, does incur a duty to those persons not to be guilty of negligence with reference to the form of the instrument. But even if this is so Lord ESHER was of opinion that, under circumstances such as those in *Young v. Grote* and in the present case, the loss is due, not to the negligence, but to the subsequent crime of the person who fraudulently fills up or alters the instrument, and he seems to have thought that the doctrine of implied authority afforded a safer ground for supporting the decision in *Young v. Grote*. This, however, was not the ground on which that case was decided, and Lord ESHER intimated that it ought no longer to be cited as an authority. At the same time the decision itself has been received with general approval, and, if the principle underlying it is not of general application, it is necessary to discover some special ground for limiting it to the case of banker and customer, or rather of principal and agent. This is the course suggested by the judgment of RIBBY, L.J.

LEGISLATION IN PROGRESS.

LAND TRANSFER.—By clause 7 of the Land Transfer Bill the personal representatives of a deceased proprietor of registered land are to hold the land as trustees for the persons by law beneficially entitled thereto. They are to have powers over the land similar to their powers over personal estate, and, consequently, they have a power of sale. In accordance with an undertaking given when the Bill was before the Standing Committee, the Lord Chancellor, upon the occasion of the third reading, moved the following amendment for the purpose of restricting this power:—"Where a deceased person leaves registered land as part of his estate, his personal representatives shall not, without the leave of the court or of the registrar, sell the land until the expiration of thirteen months from his death, or if, at the expiration of that period, any application to the court for transfer of the land to an heir or devisee is pending under this Act, then until the application has been disposed of, and an inhibition to that effect shall be entered on the register." The following amendment was also moved by the Lord Chancellor:—"Where a deceased person leaves real estate, the court shall, in granting letters of administration, have regard to the rights and interests of persons interested in his real estate, and his heir-at-law, if not one of the next of kin, shall be equally entitled to the grant with the next of kin, and provision shall be made by rules of court for adapting the procedure and practice in the grant of letters of administration to the case of

real estate." These amendments were added to the Bill as subsections (4) and (5) at the end of clause 7.

STANNARIES COURT.—The Stannaries Court (Abolition) Bill, introduced by the Lord Chancellor, provides that on the commencement of the Act the Court of the Vice-Warden of the Stannaries shall cease to exist, except for the purpose of continuing and concluding proceedings pending in the court at that date, and all jurisdiction and powers of the court and its officers shall, except as aforesaid, be transferred to and vested in such of the county courts as the Lord Chancellor may by order direct, and be exercised subject to and in accordance with rules of court for regulating the procedure in county courts. Provision may be made by order of the Lord Chancellor, *inter alia*, for transferring to a county court any proceedings pending in the Stannaries Court at the commencement of the Act, and with respect to the custody of any records which at that date are under the custody of the court (clause 1). Clause 2 makes provision with respect to pensions for the Vice-Warden and officers of the court. In moving the second reading of the Bill, the Lord Chancellor said it had been suggested that it might be desirable to make special provisions with regard to the hearing of mining cases after the business of the Stannaries Court was transferred to the county courts, and he promised to see what could be done as to this. The Bill was read a second time.

LAW OF EVIDENCE.—The Lord Chancellor's Evidence in Criminal Cases Bill has been read a third time in the House of Lords.

ROYAL ASSENT.—On the 9th inst. the Royal assent was given to the Shop Hours and Army Annual Acts, and to several local and private Acts.

REVIEWS.

THE LAW RELATING TO CHILDREN.

THE LAW RELATING TO CHILDREN AND YOUNG PERSONS. By JOSEPH BRIDGES MATTHEWS, Solicitor, assisted by ARTHUR ARROWSMITH MAUND, Solicitor. (Sweet & Maxwell, Limited.)

Mr. Matthews points out in the preface to this book that the statute law relating to children and young persons is scattered through a very large number of Acts of Parliament, many of which contain only one or two sections pertinent to the subject. His aim has been to collect in a convenient form all the enactments and decided cases on the subject, including the Prevention of Cruelty to Children Act, 1894, for the use not only of the profession, but also of other persons who may be interested in setting in motion the laws for the protection of children and young persons. The book commences with the text of the Act of 1894, and then numerous other statutes are collected, in whole or in part, under convenient heads, notably the Criminal Law Amendment Act, 1885, the Offences against the Person Act, 1861, the Betting and Loans (Infants) Act, 1892, the Factory and Workshop Acts, 1878, 1883, and 1891, the Summary Jurisdiction Act, 1879, and the statutes relating to the guardianship and custody of infants. In connection with these last statutes a useful summary is given of the law with respect to the guardianship both of legitimate and illegitimate children, and the statutes throughout the book are carefully annotated. Mr. Matthews has performed a useful task in thus rendering the statute and case law as to the protection of children easy of access.

COPYHOLD ENFRANCHISEMENT.

THE LAW AS TO COPYHOLD ENFRANCHISEMENT UNDER THE COPYHOLD ACT, 1894: CONTAINING THE TEXT OF THE ACT WITH EXPLANATORY NOTES, COMPARATIVE TABLES OF REPEALED STATUTES, MINUTES OF THE BOARD OF AGRICULTURE, SCALES OF COMPENSATION, NUMEROUS FORMS, AND A FULL ANALYTICAL INDEX. By ARTHUR REGINALD RUDALL, of the Middle Temple, and JAMES WILLIAM GREIG, LL.B., B.A. Lond., of Lincoln's Inn. (Jordan & Sons.)

Messrs. Rudall and Greig, who have already produced together a useful treatise on the Trustee Act, 1893, have collected in the present work the information necessary for making use of the Copyhold Act, 1894. The Copyhold Act, 1887, introduced numerous amendments into the law of enfranchisement, but it left the earlier statutes still in operation, and many of their provisions were long and clumsy. The work of consolidation was accomplished last year, and the task of effecting an enfranchisement has been thereby greatly facilitated. The first part of the present volume consists of the text of the Act with numerous notes, and this is followed by tables showing the relation between the Act and the repealed statutes. The latter part of the book consists of a series of fifty-one forms for use under the Act. The authors have obviously devoted much care to making the work complete, and it will be found to be a useful and convenient guide to enfranchisement.

RULING CASES.

RULING CASES. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law, Advocate of the Scotch Bar, and late Fellow of Trinity Hall, Cambridge. Assisted by other Members of the Bar. With American Notes by IRVING BROWNE, formerly Editor of the *American Reports* and the *Albany Law Journal*. Vol. III.: Ancient Light—Banker. Stevens & Sons (Limited).

The third volume of "Ruling Cases" contains several interesting and important headings. Under "Ancient Light" the rules now governing the acquisition of a right to the enjoyment of light are shown by the reports of *Tapling v. Jones* and *Aynsley v. Glover*, while other authorities—many of them of quite recent date—are presented clearly and conveniently in a note. The decision of Lord Cranworth, C., in *Yates v. Jack* is given in illustration of the principle that the owner of a right of ancient light is entitled to all the light which he has anciently enjoyed, and not only to sufficient light for his purposes at the time of complaint; and *Newson v. Pender* is inserted with reference to the rule as to the balance of convenience in granting an injunction. The heading "Animal" contains a varied assortment of rules and illustrative cases. Mr. Campbell begins with property in game, and uses *Blades v. Higgs* to support the rule that game started and killed by a trespasser on the land of A. vests in A., and not in the trespasser; while if it is chased into the land of B., and there killed, it probably vests in B. After this case, adverse to the poacher, comes *Gundry v. Feltham*, the authority which till 1878 was the legal support of fox hunting. Inasmuch, however, as it rested solely on the averment that hunting was the only means of killing the noxious animal in question, it is now merely of antiquarian interest, and since *Paul v. Summerhayes* fox hunting exists by sufferance. The customs of the whale fishery with respect to the acquisition of property in whales are discussed in *Aberdeen Arctic Co. v. Sutter*, a House of Lords appeal from Scotland, and then a topic of more general interest is introduced in *May v. Burdett*, which deals with mischief done by a monkey, and considered in the subsequent note which applies the rule of *scienter* to elephants, bulls, and dogs. The subject seems to have received a good deal of judicial notice in America, for it draws from Mr. Irving Browne an unusually long array of cases. Pigs and implied warranty against infectious disease, and bullocks and damage received in transit through inherent vice, are next discussed in *Ward v. Hobbs and Blower v. Great Western Railway Co.* respectively, and the heading appropriately closes with *Murphy v. Manning* and the R.S.P.C.A. Mr. Browne's note reveals the fact that among American statutes on cruelty to animals is one in Massachusetts against mutilating live lobsters by severing their tails; one in Illinois against docking horses; and one in Vermont against trap-shooting of live pigeons; while, on the other hand, in New York it is a misdemeanour to feed sparrows. Seven cases are given under "Annuity," and under "Anticipation (Restraint on)" Mr. Campbell prints *Tullett v. Armstrong* and adds a lengthy note bringing the law down to the present time. Other noteworthy headings are "Appeal," "Appropriation of Payments" (*Clayton's case*), "Arbitration," under which title reports of eighteen cases are given, and "Banker." The last heading has twelve cases, including *Sheffield v. London-Joint Stock Bank*, *Roberts v. Tucker*, and *Bank of England v. Vagliano*. In the present volume the original paging of the reports is noted in accordance with a promise given in the preface to Volume II., and the utility of the series is thereby increased.

CHARTER-PARTIES.

A TREATISE ON THE LAW OF CHARTER-PARTIES. By EUGENE LEGGETT, Solicitor and Notary Public. Stevens & Sons (Limited).

The law that relates to contracts of affreightment has received considerable development within recent years. The improvements in shipping and in maritime science, particularly in the introduction and general adoption of steam-power for water carriage, has resulted in vast changes in the relations of charterers and shipowners, and has tended to bring about numerous alterations in the terms of charter-parties. The excepted risks have been extended, and the authority of the Master has, as a general rule, been curtailed; for, as the period of voyages has become shorter and more certain, the necessity for giving the master a free hand has not been so much felt. Moreover, as each new trade arises, it is usually found necessary to frame special clauses adapted to its requirements. Thus a constant supply of matter for judicial decision has been afforded, and a large number of cases were awaiting the pen of the text-book writer.

Mr. Leggett, though not the first in the field, has produced a treatise in which he has very thoroughly gone into the nature of charter-parties, and the law relating thereto. The book forms a supplement to an earlier treatise on bills of lading written by the same author. In the present volume attention has been especially directed to the judicial interpretation of the various clauses usually

inserted in the contract. The author has illustrated his statement of the law by setting out decided cases and by copious quotations from the judgments in them. Though this course naturally tends to increase the bulk of the volume, it makes it far more interesting reading, and may save the practitioner a troublesome search among the authorities for the sake of ascertaining the true limits of the doctrines referred to in the text. The book contains examples of a few of the more common forms of charter-parties.

BOOKS RECEIVED.

Mr. Serjeant Stephen's New Commentaries on the Laws of England. By His Honour Judge STEPHEN. Twelfth Edition. Thoroughly Revised and Modernized, and Brought Down to the Present Time. In 4 Vols. Butterworths.

A Summary on the Law and Practice in the Ecclesiastical Courts. By T. EUSTACE SMITH, Barrister-at-Law. Fourth Edition. Stevens & Haynes.

Contempt of Court, Committal and Attachment, and Arrest upon Civil Process in the Supreme Court of Judicature. With the Practice and Forms. By JAMES FRANCIS OSWALD, Q.C. Second Edition. William Clowes & Sons (Limited).

CORRESPONDENCE.

SERVICE OUT OF THE JURISDICTION OF NOTICE OF ORDER ON ORIGINATING SUMMONS.

[To the Editor of the Solicitors' Journal.]

Sir,—In my letter which you were good enough to publish a week ago there occurred a clerical error in speaking of the practice which has, to my knowledge, prevailed in the Palatine Court of Lancaster for the last three years. It should have been for the last thirty years.

If you will allow me to say so, I fully agree with the views which you have so forcibly expressed as to the immediate necessity of the Rule Committee giving their attention to the matter.

In the meantime, can you, sir, or any of your readers, answer the question asked in my last letter, or tell us what course we ought to pursue when serving notice on parties out of the jurisdiction of a judgment founded on an originating summons?

Liverpool, April 8.

ARTHUR S. MATHER.

[We hope hereafter to be able to obtain an answer to our correspondent's question.—Ed. S. J.]

SUPREME COURT (OFFICERS) BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—There is a Bill which was brought in and ordered to be printed on the 25th of March last, intitled "Supreme Court (Officers) Bill," to which, as a solicitor, I most strongly object, because its effect would be to hand over the officers of the court, whether registrars, chief clerks, or Chancery taxing masters, and who are always solicitors, to the operation of section 2, whereby it is calmly proposed to give powers to the Lord Chancellor alone, without assistance from, or any reference to, the other judges of the Supreme Court of Judicature, to make orders with respect to and affecting all the officers of the Supreme Court regulating the matters under sub-sections (a), (b), (c), and (d) of section 2 (which are as follows):—

"(a) The number, qualifications, style, classification, duties, transfers, and attendance of those officers; and

"(b) The amalgamation of two or more offices, or the distribution of the duties of an officer among two or more officers; and

"(c) Holidays, sick leave, and the temporary employment of substitutes; and

"(d) Promotion, succession, age for retirement, and removal."

Under (a) the qualifications might be quite altered; the Lord Chancellor might under it take away all the appointments at present held by solicitors of long standing and experience, and give them over to barristers of little or no standing; but, of whatever standing the barristers might be, it would be monstrous to take the offices away from one branch of the profession to give them to the other, which is what would possibly take place if the Act were passed. Again, under it it would be possible to appoint non-professional men—neither solicitors nor barristers—to the offices now held by professional men. Under (b), in a very simple and disguised way the amalgamation of two or more offices is dealt with as a little matter requiring regulation by the Lord Chancellor as to the offices and the officers in them, and the attention of the Treasury as to the salaries, &c. This would enable the Lord Chancellor by order to amalgamate the offices of the Chancery taxing masters, the chief clerks, and the Chancery registrars,

which amalgamation has often been proposed before, and as often opposed, and I hope will be opposed now. No one judge and no one man, whatever his rank may be, should have vested in him solely such vast and far-reaching powers as by this Bill it is proposed to give the Lord Chancellor.

And no such powers should be given to the Treasury as are proposed by this Bill. The salaries of the principal officers of the Supreme Court are entirely or mainly paid out of the fees paid by suitors, and the salaries, qualifications, and pensions of such officers should not be disturbed, and should always be such as to attract suitable men for the posts they fill; and the judges before whom these suitors come should be the persons to make, or, at all events, to join in making, rules or orders affecting the officers working under them, and the suitors who appear before them.

The above does not exhaust all my objections to this, to me, obnoxious Bill, but I wish to draw the attention of solicitors to the Bill, that they may make themselves acquainted with its provisions and their views known to their representatives in Parliament with a view to its being effectually opposed. It may be purchased at the Queen's printers for one penny.

With this object in view, I shall feel obliged if you will kindly insert this letter in your next issue.

JAMES RAWLINSON.

Upper Holloway, N., April 3.

NEW ORDERS, &c.

GENERAL RULES MADE PURSUANT TO SECTION 26 OF THE COMPANIES (WINDING-UP) ACT, 1890.

1. *Time for holding first meetings.*] Rule 45 of the Companies Winding-up Rules, 1890 (providing that the first meetings of creditors and contributories shall not be held until the Company's Statement of Affairs has been submitted) is hereby annulled.

2. *Meetings of creditors and contributories.*] Sub-section 2 of Rule 63 of the Companies Winding-up Rules, 1890, is hereby annulled, and instead thereof the following Rule, which may be cited as Rule 63 (2a), shall have effect:—

Upon the result of the meetings of creditors and contributories being reported to the Court, the Court may, if the meeting of creditors and the meeting of contributories have each passed the same resolutions, or if the resolutions passed at the two meetings are identical in effect, upon the application of the Official Receiver, forthwith make the appointments necessary for giving effect to such resolutions. In any other case the Court shall, on the application by the Official Receiver, fix a day for considering the resolutions and determinations of the meetings, deciding differences (if any), and making such appointments and orders as shall be necessary.

3. *Commencement.*] These Rules shall come into operation on the 23rd day of April 1895, and shall apply to every winding up of a company under an Order of the Court made on or after the same day.

4. *Citation.*] These Rules may be cited as the Companies Winding-up Rules, 1895.

Dated the 2nd day of April, 1895.

(Signed) HERSCHELL, C.

I concur,

(Signed) JAMES BRYCE,
President of the Board of Trade.

RULE OF THE SUPREME COURT.—LOCAL GOVERNMENT ACT, 1894.

QUESTIONS FOR THE HIGH COURT UNDER SECTION 70 (1).

Whereas, doubts have arisen concerning the application of the Rule of the Supreme Court (December 10, 1894) as to questions submitted for decision to the High Court of Justice under the seventieth section of the Local Government Act, 1894, it is hereby declared that the said Rule applies only to the first sub-section of that section.

Signed and certified to be urgent, April 6th, 1895.

(Signed) HERSCHELL, C.
RUSSELL OF KILLOWEN, C.J.
A. L. SMITH, L.J.
ARTHUR CHARLES, J.
R. B. FINLAY.
JOHN HUNTER.

On the 5th inst. in the House of Lords the Lord Chancellor moved, "That a committee of five lords be appointed to join with a committee of the House of Commons to consider in what manner such inconvenience as arises from legislation by reference in Acts of Parliament to prior enactments can best be avoided; that the lords following be members of such committee:—The Lord Chancellor, the Marquis of Salisbury, the Earl of Morley, Lord Halsbury, and Lord Thring; that such committee have power to agree with the committee of the House of Commons in the appointment of a chairman." The motion was agreed to.

CASES OF THE WEEK.

Court of Appeal.

FLOOD v. JACKSON—No. 1, 4th April.

TRADE UNION—MALICIOUSLY PROCURING DISMISSAL FROM EMPLOYMENT—MALICIOUSLY INDUCING PROMISE NOT TO EMPLOY—INTENT TO INJURE PLAINTIFF—ACTIONABLE WRONG.

This was an application by the defendant Allen for a new trial of an action tried before Kennedy, J., with a jury, or for judgment, and an appeal by the plaintiffs from the judgment of Kennedy, J. The action was brought by two members of the Shipwrights' Union against three members of the Boilermakers' and Iron and Steel Shipbuilders' Society to recover damages for maliciously inducing a company, called the Glengall Iron Co., to cease to employ the plaintiffs and to undertake not to employ them in the future. The headquarters of the Boilermakers' Society were at Newcastle. The defendant Jackson was the chairman of the society, and the defendant Knight was the general secretary; both the said defendants were resident at Newcastle. The defendant Allen was the London delegate of the society. The Glengall Iron Co. carried on business as ship repairers in the port of London. In April, 1894, the two plaintiffs came to the company's yard and were engaged to do woodwork on a ship which was then in dry dock. They were immediately recognized by some members of the Boilermakers' Society, who were engaged in ironwork in the same yard, as being men who had some time previously been doing ironwork in another yard. The boilermakers, after talking the matter over, determined to send for Allen, their delegate. Allen accordingly came to the yard, and, after conferring with the ironworkers, he saw the manager of the Glengall Co. and told him that, if the plaintiffs were not discharged, all the ironworkers would stop work. It appeared that the view of the Boilermakers' Society was that all ironwork about a ship ought to be done by boilermakers exclusively, and that shipwrights ought only to be employed on woodwork. It was stated that this practice was prevalent in the North, and was also followed in the Glengall Co.'s yard. In consequence of Allen's statement to the manager the two plaintiffs were discharged from the company's employment. The plaintiffs contended that Allen, in what he had done, had acted as the agent of the Boilermakers' Society, and that therefore the other defendants as well as Allen were liable. The jury found, first, that Allen maliciously induced the Glengall Iron Co. to cease to employ the plaintiffs and to undertake not to employ them in the future; secondly, that neither of the other two defendants authorized what Allen did; thirdly, that, according to the practice of the Boilermakers' Union, the settlement of such a dispute as had arisen between the plaintiffs and the members of the union would be left to Allen to settle at his discretion. They assessed the damages at £20 for each plaintiff. Kennedy, J., after reserving the case for further consideration, directed that judgment should be entered for the plaintiffs against Allen for £40 and costs, but held that the action failed as against Jackson and Knight, and directed that judgment should be entered for them, with costs. The following cases were cited before the Court of Appeal: *Bowen v. Hall* (29 W. R. 367, 6 Q. B. D. 333), *Temperton v. Russell* (41 W. R. 565; 1893, 1 Q. B. 715), *Mogul Steamship Co. v. McGregor, Gow, & Co.* (40 W. R. 337; 1892, A. C. 25), *Corporation of Bradford v. Pickles* (1895, 1 Ch. 145).

THE COURT (LORD ESHER, M.R., and LOPE and RIBBY, L.JJ.) dismissed the application of the defendant Allen, and also dismissed the appeal of the plaintiffs.

LORD ESHER, M.R., said that in his opinion the true inference to be drawn from the facts was that Allen had not acted under the orders of the men who had called in his assistance, but had acted entirely on his own discretion. If, therefore, what he had done was wrong, he must be held liable for it. He adopted the view of the men, that, as the plaintiffs had done different work before, they should not be allowed to do the work on which they were then engaged, and for the purpose of punishing them, not for anything which they were doing then, but for what they had done previously, he intimated to the employers that, if they did not dismiss the plaintiffs and promise not to employ them again, all the other ironworkers would go out. It could not be denied that he meant to put pressure on the employers, and that his intimation was in fact a threat; and the employers succumbed to that threat, and discharged the plaintiffs. It was contended that, inasmuch as Allen had not procured a breach of contract, this action would not lie. But it was not necessary, in order to support such an action, to shew that the defendant had procured a breach of contract; the action was founded on malice, and it was sufficient to shew that the defendant had acted maliciously, and that as a natural result of his malicious act the plaintiff was injured. Merely to advise a person not to enter into a particular contract was not in itself unlawful; but if the advice were given for the indirect purpose of injuring the plaintiff, or of benefiting the defendant at the expense of the plaintiff, it was a malicious act, which was in law and in fact a wrong act, and therefore a wrongful act, and therefore an actionable act, if injury ensued from it. That was clearly stated to be the law in *Bowen v. Hall* and in *Temperton v. Russell*. It was for the jury in each case to say whether the defendant had acted with malice; here the finding of the jury supported the action as against Allen, and, therefore, the judgment against him must stand. As to the other defendants, the action could not succeed against them, unless it were shewn that Allen was their servant or agent. There was no evidence from which such a conclusion could be drawn, and, therefore, as against them the action failed.

LOPE and RIBBY, L.JJ., concurred.—COUNSEL, *Lancaster Walton, Q.C.*

and Rufus Isaacs; Robson, Q.C., and Morten; Murphy, Q.C., and Chester Jones. SOLICITORS, *Smith & Gorton; Shaen, Roscoe, & Co.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

High Court—Chancery Division.

DICKSON v. LAW AND DAVIDSON—North, J., 29th March.

PRACTICE—SERVICE—DEFENDANT OUT OF THE JURISDICTION—IRREGULARITY.

This was a motion by Davidson, one of the defendants, who was in Ceylon, to set aside service of a writ upon him. His co-defendant, Law, was resident in this country. The document sued upon was a joint personal security given by Davidson, Law, and Hendry, who was not a party to the action. Law had originally been sued alone, but had taken out a summons for leave to serve a third-party notice upon Davidson, and upon that summons an order was made that Davidson should be made a defendant, and leave to serve him in Ceylon with the amended writ was given. Davidson had entered a conditional appearance and now moved; but Law was not served with notice of motion, and North, J., said his counsel had no *locus standi*.

NORTH, J.—In my opinion service ought not to be set aside. Dickson says that he is entitled to a half share of the benefit of this security. Proceedings were taken against Law, who asked for leave to serve a third-party notice, as he had sold to Davidson, who agreed to indemnify him. That was considered in chambers. Law is not a merely nominal defendant, but the person to whom he sold, and who is bound to indemnify him, has been joined as a defendant, instead of being sued as a third party, and I think that it is right that he should be so joined. Then it is said that there is no formal affidavit under ord. 11, r. 4. The omission of the statement that the defendant is a British subject is not material, as he is resident in Ceylon, a part of the Queen's dominions: *Fowler v. Barstow* (20 Ch. D. 240). The absence of a statement that there is a good cause of action is not material. Ord. 2, r. 5, prescribes a form which was not precisely complied with. Strictly speaking, that order does not apply, for in this case the writ was amended, but I think that the indorsement ought to have been put upon the writ; but the defendant is not entitled to take advantage of a clerk's slip. I think that the order for service must stand, and the motion be dismissed, with costs.—COUNSEL, *Vernon Smith; A. & B. Terrell; Everitt, Q.C.; Leek; Jackson. SOLICITORS, Fladgate & Co.; Lowless & Co.; Jackson & Co.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re COPLAND, MITCHELL v. BAIN—North, J., 30th March.

MORTMAIN—INTEREST IN LAND—METROPOLITAN STOCK.

The testator died on the 7th of July, 1891, having made a will on the 18th of July, 1889, under which certain bequests were made in favour of charities. The Mortmain Act, 1891 (54 & 55 Vict. c. 73), did not come into operation until the 5th of August, 1891. The action was tried before Romer, J., who directed, *inter alia*, an inquiry of particulars of the testator's personal estate at the death, "distinguishing such parts as have arisen from or are connected with land in England." The chief clerk found that a sum of £1,100 Metropolitan Consolidated £3 10s. per Cent. Consolidated Stock was connected with land, but that £3,000 Liverpool Corporation Stock was not. Certain legacies to charities were directed to be paid out of the Metropolitan Stock. It was now submitted that the chief clerk was wrong in holding that the Metropolitan Stock was connected with land. Reference was made to the Act under which the stock was issued (32 & 33 Vict. c. 102, ss. 2, 5, 1, 26, 27, 40) and to *Re Pickard* (1894, 3 Ch. 708) and *Cluff v. Cluff* (2 Ch. D. 222).

NORTH, J., confirmed the finding of the chief clerk, following *Cluff v. Cluff*.—COUNSEL, *Eve; Kenyon Parker; Ingle Joyce. SOLICITORS, R. H. Bentley; Clayton, Sons, & Ferguson.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re WYLIE, WYLIE v. MOFFAT—Romer, J. (for Chitty, J.), 5th April.

MARRIED WOMAN—WILL—WILLS ACT, 1837 (1 Vict. c. 26), s. 24—MARRIED WOMEN'S PROPERTY ACT, 1893 (56 & 57 Vict. c. 63), s. 3.

Summons. By section 24 of the Wills Act, 1837, it was enacted that every will, with respect to the property comprised in it, shall speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention shall appear by the will. By the Married Women's Property Act, 1893, it is provided that section 24 of the Wills Act, 1837, shall apply to the will of a married woman made during coverture, whether she is or is not possessed of or entitled to any separate property at the time of making it; and such will shall not require to be re-executed or republished after the death of the husband. The testatrix, Mrs. Wylie, was married in 1834. By her will, made in 1862, and a codicil made in 1884, she, in the event of her surviving her husband, in effect gave all her property upon trust for the defendant, her nephew, for life, and after his death for his eldest son absolutely. Her husband died in 1887. She died in May, 1894. She was at the date of her death entitled to considerable property, including property which was not her separate property at the dates of the will and codicil. The question arose whether the Act of 1893 was to be construed as applying to this will of a married woman made before the date of the Act (December 5, 1893), the testatrix having died after that date.

ROMER, J., said that, in his opinion, the 3rd section of the Act of 1893 applied to every will of a married woman who died after the coming into operation of the Act. The enactment was a beneficial one, and its

operation ought not to be cut down without very cogent reasons. He had heard all that counsel could urge in support of a contrary view. He was unable to see any good or cogent reason for cutting down the section. He was asked to construe the section as if the words "made after the passing of the Act" were inserted after the word "will." There was nothing which justified the insertion of any words. He therefore made a declaration that the will and codicil passed all the testatrix's property, whether separate or other.—COUNSEL, *Davenport*; *Forsell*, Q.C., and *F. L. Wright*; *Byrne*, Q.C., and *Glaucus*. SOLICITORS, *Edward F. Turner*; *Stilman*, *Nesle*, & *Thynnes*, for *Thynnes*, *Larken*, & *Thynnes*, *Wragby*.

[Reported by J. F. WALEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

JONES v. JONES—27th March.

HUSBAND AND WIFE—DESERTION—ORDER FOR SUPPORT BY HUSBAND—MARRIED WOMEN'S (MAINTENANCE IN CASE OF DESERTION) ACT, 1886 (40 & 50 VICT. C. 52), s. 1.

Case stated by the justices of the city of Winchester. In June, 1894, the husband was summoned under section 1 of the Married Women's Act, 1886, for deserting his wife. The justices convicted, and from their decision Jones appealed. The material facts as set out in the special case were as follows: In May, 1880, the parties were married and lived in lodgings, the husband at that time working as a farm labourer. It was stated in court that he had now risen to a better social position, and was well able to maintain his wife. In February, 1881, as the wife expected her confinement, she went, accompanied by her husband and with his approval, to her mother's cottage, leaving her things and effects in her husband's charge, with the full intention of returning. The child was born on the 4th of March, and her husband on several occasions visited her, but since the day that she left their lodgings he has not contributed to her support. After the birth of the child the mother had a long illness, and during that time Jones gave up their lodgings and removed her things and their furniture to his father's cottage, where he asked her to live with him. The wife refused, saying that in her then state of health his father's house was not a suitable place for her and the child to live at, because the cottage contained only two bedrooms, which were occupied by his father, mother, and an unmarried brother. The child died on the 5th of August. After the mother regained her health she asked Jones on two or three occasions to make a home for her elsewhere, but no dates when these requests were made were given. The wife stated that her refusal to live at his parents' cottage was because there were only two bedrooms, although she admitted he never told her that if she returned with him there she would have to occupy a bedroom with anyone beside himself, and in his evidence the husband stated that as a fact the cottage contained three bedrooms. Some three years after the death of the child her husband again asked her to live with him, but she again refused, saying she believed it was God's will that she should not return to him. In 1888 she wrote to her husband a letter which showed that she was suffering from a strong religious infatuation, and while regretting that her past conduct had caused him pain, stated that it was impossible for her ever to return to him. The husband gave evidence to the effect that on the 4th of May, 1881, he asked her to return to him, and that she refused to do so. He subsequently placed an advertisement in the *Hampshire Chronicle* to the effect that he would not be answerable for any debts his wife might contract in his name. In 1892 they again met, when she expressed her wish to return to him. In 1894 she asked him to come and live with her, and he replied that before answering that question he must have time to think about it. Suggestions of misconduct during the period of separation were made by each party against the other, but the allegations were not gone into, as counsel on neither side relied on them. Lately Mrs. Jones' health had been failing, and it was evident that she would be unable much longer to support herself by her own exertions as hitherto, and this fact formed the ground of her application for maintenance. The justices found, *inter alia*, that the wife had gone to her mother's house with her husband's full consent, and that the home he offered her at his father's was not such as any woman under the circumstances could be expected to accept; that the advertisement in the local paper showed the husband desired to be rid of his wife, as it was admitted that the wife had not contracted any debts in his name, or asked him for money, and that those facts, coupled with the wife's subsequent offers to renew cohabitation, and his continued evasions of her requests, amounted to desertion on his part. Counsel for the appellant contended that the order of the justices was wrong, for the husband's conduct did not amount to "desertion" in law. He cited *Reg. v. Llewellyn* (40 W. R. 2; 1891, 2 Q. B. 418), where it was held that in order to constitute "desertion" the parties must be living together when the desertion took place; that the husband's refusals of the wife's offers to return to him did not constitute desertion in the absence of other evidence. He referred to *Fitzgerald v. Fitzgerald* (L. R. 1 P. & D. 694), where it was laid down that "no one could desert who did not actually or wilfully bring to an end an existing state of cohabitation." He cited *Pope v. Pope* (36 W. R. 125, 20 Q. B. D. 76). The home the appellant was willing to provide his wife at his father's cottage was one which, having regard to the position of the parties, was a reasonable offer. [He was stopped.] In support of the conviction counsel relied on the case of *Chudley v. Chudley* (82 L. J. M. C. 97, 41 W. R. Dig. 132). That was a later decision than that of *Reg. v. Llewellyn* (ante), and was on all fours with the present case, and there the order for alimony had been granted. The wife refused to go back to her husband because he had got rid of their home during her illness, and had not in its place provided a suitable one for her.

The justices had found that that was so. It was a question solely of fact, and they had decided it against the appellant. It was immaterial to fix the date when the husband actually deserted his wife, for there was ample evidence of desertion on his part before the order was applied for: *Wilkinson v. Wilkinson* (58 J. P. 415). No evidence had been given to rebut the woman's statement that the room at her father-in-law's house was unsuitable for her, nor had the husband attempted to prove that it was the only home his means enabled him to provide for her.

CAYE, J., in allowing the appeal, said that upon the facts as stated the court was of opinion that there was no evidence upon which the justices could reasonably come to the conclusion that the appellant had deserted his wife. In 1881 the wife went to her mother's house to be confined. There was nothing in her so doing which could amount to "living apart," and the fact that she left her things behind in charge of her husband was evidence, if any were needed, that she intended shortly to return. The learned judge then referred to the woman's objection to go to her father-in-law's house on the plea that there was not sufficient accommodation there, and laid down in general terms that within reasonable limits it rested with the husband to decide in what style he and his wife should live. Having regard to the social position of the parties there was nothing unreasonable in the husband's offer. The matter, however, did not rest there, for later on when the husband asked her to go back she again declined, not on the ground of want of accommodation, but because she considered that God had willed that they should live apart. They had been referred to the case of *Wilkinson v. Wilkinson*, where it was decided that it was immaterial to fix the actual date from which desertion commenced, so long as there was evidence that an actual desertion had taken place. With that decision he agreed, but in the present case the question the court had to decide was whether, in fact, there ever had been a date on which the husband deserted his wife. No proof of such a day had been given, in fact it was the wife who for some reason or other refused to return to her husband. The order of the justices was wrong, and must be set aside.

WRIGHT, J., concurred.—COUNSEL, *J. Eldon Banks*; *E. V. Bullen*. SOLICITORS, *Prior*, *Church*, & *Adams*; *Stoken* & *Jupp*, for *Ed. Osduin*.

[Reported by ESKRINE REID, Barrister-at-Law.]

PHYTHIAN v. BAKENDALE—27th March.

HIGHWAY—DRIVER LEAVING HORSES AND CART UNATTENDED WHILST "PASSING UPON" HIGHWAY—SO THAT HE CAME TO HAVE THE DIRECTION AND CONTROL OF THE HORSES—PENALTY—HIGHWAY ACT, 1835 (5 & 6 WILL. 4. C. 80), s. 78.

Special case. This was an appeal from the decision of the justices sitting at petty session held at Much Wootton, in the county of Lancaster, in December last year, who had convicted and fined Phythian 5s. for having left unattended on the highway his wagon and horses. The charge was made under section 78 of the Highway Act, 1835, which provides that if a driver of any carriage whatsoever negligently or wilfully be at such a distance from such carriage or in such a situation whilst it shall be passing upon such highway that he cannot have the direction or government of the horses or cattle drawing the same he shall be liable to a fine not exceeding five pounds. The justices found as facts that the appellant was on the 3rd of November, 1894, in charge of a laden lorry or farm wagon, drawn by two horses, on his way from Halewood to Liverpool; that he stopped his horses at a village on the road and left them standing on the highway, and went into a public-house, or at all events to the door of it, some ten yards away from the wagon, and that he was away from his horses ten minutes, during which time he had not the direction or government of them. It was proved that the lorry and horses did not obstruct the passage of the highway. The facts were not disputed, but it was contended by counsel that they did not constitute the offence with which the defendant was charged, because, as the horses were standing still while the driver was away from them, the cart during his absence was not "passing upon" the highway. The words "passing upon" and "drawing" used in the section implied motion, and were not applicable to a carriage in a state of rest. The Legislature had dealt with the offence of leaving a cart whilst at rest in other parts of the section, which provided against a driver "quitting a cart and going on the other side of a hedge enclosing the highway" . . . and leaving a cart, &c., on the highway so as to obstruct the passage thereof. In the earlier part of the section the words "passing upon" and "being upon" the highway were both used, and it was submitted that a distinction was intended to be drawn between them. The justices were of opinion that the words "whilst it shall be passing upon such highway" meant whilst the cart was on its way or journey, and that, whether the driver left his horses whilst they were moving and let them go on or stopped and then left them, they were equally passing from Halewood to Liverpool upon the highway, and liable, owing to the absence of the driver's control, to be the cause of accident, which it was the object of the statute to prevent. Counsel for the appellant contended that a distinction was intended to be drawn by the framers of the Act between the offence of leaving "a carriage passing upon" and "a carriage being" on the highway. Quitting a carriage "being" upon a highway was only an offence when there was a "quitting and going on the other side of the hedge or fence enclosing the highway and leaving a cart," &c. As no charge of obstruction had been made, the conviction (if his argument was good) could not be supported, on the ground that the appellant had "left a cart or carriage on such highway so as to obstruct the passage thereof." If the conviction were upheld the offence of leaving a horse and cart for a minute or two on the highway might be carried ad absurdum.

THE COURT (CAYE and WRIGHT, JJ.), without hearing counsel for the respondent, dismissed the appeal. The appellant was in charge of a

wagon going from Halewood to Liverpool, and while on the road the driver left the horses for a time. It was contended that because the wagon was standing still during the time that the driver was away that the wagon was not "passing upon" the road for the time being, and the section imposing a penalty for leaving a cart "passing upon" the highway unattended did not apply, because the Highway Act, 1835, being a penal statute, must be construed strictly. In their opinion the cart was clearly "passing upon" the highway at the time in question. The horses were not taken out, the journey had in no sense been completed, the resting for a while was but an incident in that journey. It was argued also that the justices had expressly found that no obstruction to the traffic passing up and down the road had been caused by the wagon standing by the side of the highway. That might well have been so, but because one offence which was not charged was not proved to have been committed, that was no reason for arguing that another and totally different offence, which was charged, was not committed. For these reasons they considered that the justices were right in coming to the conclusion that they did, and the conviction must be affirmed.—COUNSEL, *Temple Franks; Mattinson. SOLICITORS, Nicholson, Graham, & Graham, for J. O. Swift & Co., St. Helens; Riddale & Son.*

[Reported by ERSKINE REID, Barrister-at-Law.]

NORRIS v. CRAIG—30th March.

LANDLORD AND TENANT—LEASE—SUB-LEASE FOR A LONGER TERM—ASSIGNMENT BY LESSOR—REVERSION BY ESTOPPEL.

This was an appeal by the plaintiff from the judgment of the recorder sitting at the Mayor's Court. The facts of the case were as follows:—By a lease, dated the 1st of February, 1893, one Bolton demised certain premises to one Wilson for a term of twenty-one years from the 29th of September, 1885. On the 15th of February, 1893, Wilson demised the premises to the defendant for a term of forty years (less the last three days thereof) from the 29th of September, 1885—i.e., for a longer term than Wilson himself had. On the 16th of January, 1894, Wilson assigned to the plaintiff all the land and premises demised by the lease of the 1st of February, 1893, to hold for the residue of the term of twenty-one years, "subject to an indenture of under-lease" between Wilson and the defendant, the increased term whereof was not mentioned in the assignment. On the 30th of January, 1894, the defendant paid the rent which had become due at Christmas to the plaintiff, who was then acting as Wilson's solicitor. After the next quarter's rent (i.e., that due at Lady-day, 1894), had become due the plaintiff gave the defendant notice in writing of the assignment by Wilson to him, and requested the defendant to pay the rent to him. The defendant refused to do so, on the ground that Bolton, the lessor to Wilson, had previously to the demand of the plaintiff—viz., on the 30th of March—re-entered on the premises for various breaches of covenant in the head lease. The plaintiff, as assignee of Wilson, brought this action to recover the quarter's rent due at Lady-day, 1894. The defendant pleaded (*inter alia*) that at the time of the alleged assignment by Wilson to the plaintiff Wilson was not entitled to any estate or interest of or in the premises. The recorder nonsuited the plaintiff, who now appealed. On his behalf it was contended that the plaintiff had the same rights as Wilson would have had, and that Wilson had in effect assigned to the plaintiff a reversion by estoppel. For the defendant it was contended that even assuming a reversion by estoppel between Wilson and the defendant on the sub-lease of the 15th of February, 1893, yet there was no estoppel between defendant and plaintiff; that the plaintiff was not the assignee of that reversion which the defendant was estopped as against Wilson from denying. At the conclusion of the arguments, in the course of which a very large number of authorities were cited, the court reserved judgment.

THE COURT (CAVE and WRIGHT, JJ.) dismissed the appeal.

CAVE, J., in the course of a written judgment, said that the action was brought by the plaintiff against the defendant to recover arrears of rent under the lease of the 15th of February, 1893. For the defendant it had been objected that Wilson had no reversion to convey to the plaintiff, and that if he had he had not assigned it. For the plaintiff a tenancy by estoppel had been relied on, which was alleged to have been created by the lease of the 15th of February, 1893, between Wilson and the defendant. Much learning had been displayed and many authorities had been cited on the question. It was not however necessary for the court to consider the point, for assuming that Wilson had a reversion by estoppel subject to the lease for forty years less three days, that reversion had not been assigned to the plaintiff by the deed of January, 1894, as that deed only assigned to the plaintiff Wilson's interest in the lease for twenty-one years, and conveyed to the plaintiff the property in question to hold for the residue of the term of twenty-one years. It was true that the assignment was expressed to be subject to the under-lease to the defendant, but it nowhere purported to convey any reversion on the determination of that lease, and consequently the plaintiff was not the assignee of the reversion (if any) created by the under-lease to the defendant. As the rent ran with the reversion and as it was only where the reversion passed to the assignee that the benefit of the covenant ran with it, in the position of affairs existing in this case the right to sue on the covenants remained in Wilson and did not pass to the plaintiff. Consequently the plaintiff could not sue in his own name, and the nonsuit was right.

WRIGHT, J., concurred.—COUNSEL, *McCall, Q.C., and Austin Metcalfe; Lawson Walton, Q.C., and Frank Gover. SOLICITORS, Norris & Son; Martin & Nicholson.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Ex parte WILKINS—3rd April.

CONSPIRACY AND PROTECTION OF PROPERTY ACT, 1875, s. 7—FORM OF

COMMITMENT—ADEQUACY OF DESCRIPTION—"ABSTAIN FROM WORKING AS A SHOE FINISHER."

In this case an *ex parte* application was made for a writ of *habeas corpus* to issue directed to the governor of Northampton Gaol, to bring up the bodies of two men named Wilkins and Johnson, who were prisoners in the gaol, undergoing a sentence of one month's imprisonment, under section 7 of the Conspiracy and Protection of Property Act, 1875. That section provides that every person commits a misdemeanour, and is liable upon conviction to a fine or three months' imprisonment, who, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, wrongfully and without legal authority, persistently follows such other person about from place to place, or follows such other person with two or more other persons in a disorderly manner in or through any street or road. The application was made on the ground that the commitment was not sufficiently specific. It was as follows:—"The defendant has been this day, before the court of summary jurisdiction sitting at the County Hall, Northampton, charged for that he, on the 14th day of March, 1895, did, with a view to compel one Frederick Timms to abstain from working as a shoe finisher in the employment of one Simon Collier, a shoe manufacturer, carrying on business in the parish of Dallington, in the county aforesaid, which the said Frederick Timms then had a legal right to do, unlawfully, wrongfully, and without legal authority, follow the said Frederick Timms with more than two persons in a disorderly manner in a certain street, to wit, in a main road or street in the parish of Dallington." It was contended that the commitment did not sufficiently specify the "act" which Timms was to be prevented from doing. Having regard to the multiplicity of processes which occurred in the case of shoe making, it was said that the expression "working as a shoe finisher" was too general a term. Reliance was placed upon the case of *Reg. v. Mackenzie* (61 L. J. M. C. 181).

THE COURT (CAVE and LAWRENCE, JJ.) refused the application.

CAVE, J., said that the commitment contained a perfectly good expression of the offence for which the defendants were convicted. He shared in the doubt expressed by one member of the court in *Reg. v. Mackenzie* whether if in that case the very words of the statute had been followed, there should not have been a conviction. But in that case the point upon which the decision was based was that the commitment did not follow the words of the statute. This case was different and distinguishable.

LAWRENCE, J., concurred. Application refused.—COUNSEL, *Austin Metcalfe. SOLICITORS, Price & Sons, for Darnell, Northampton.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

REG. v. JUSTICES OF LONDON, Ex parte PHELPS—1st April.

COSTS—NOTICE BY VESTRY TO ACQUIRE LAND—PROCEEDINGS UNDER MICHAEL ANGELO TAYLOR'S ACT (57 Geo. 3, c. xxix.), s. 82—COSTS OF LANDOWNER—JURISDICTION OF CLERK OF THE PEACE TO TAX.

In this case a rule nisi for a *mandamus* had been obtained commanding the justices of the county of London in quarter sessions to direct the clerk of the peace for that county to tax the costs and expenses incurred by the applicant in proceedings to assess compensation, in respect of land belonging to him which had been taken compulsorily by the vestry of St. Mary, Islington, for the purpose of widening a street. The vestry gave notice to the applicant under Michael Angelo Taylor's Act (57 Geo. 3, c. xxix.), s. 82, of their intention to take the land. A jury was summoned to assess the compensation to be paid to the applicant. The case was heard at the quarter sessions for the county of London held in October, 1894, and the jury awarded a sum of £75 as compensation. No offer of compensation by the vestry was brought before the court. Subsequently the applicant delivered his bill of costs, amounting to more than £100, to the clerk of the peace for taxation. An objection to the taxation having been made by the vestry, on the ground that there was no jurisdiction to tax the bill, the matter was referred to the court of quarter sessions, but the court refused to order the taxation of the bill. Previously to the Metropolis Local Management Act, 1862, the parish of St. Mary, Islington, was not within Michael Angelo Taylor's Act, and the vestry acquired land compulsorily under section 82 of the Highway Act, 1835, section 83 of which Act compelled the vestry to pay the costs of the proceedings in cases where the sum awarded by the jury exceeded the sum offered by the vestry. By section 73 of the Act of 1862 Michael Angelo Taylor's Act was extended to those parts of the metropolis which formerly did not come within it. It was admitted that under section 83 of Michael Angelo Taylor's Act there was no power to compel the vestry to pay the costs in this case, but it was contended on behalf of the landowner that section 83 of the Highway Act, 1835, ought to be read into Michael Angelo Taylor's Act. Otherwise, as was pointed out, the applicant would have to pay more than £100 as the cost of obtaining £75 compensation.

THE COURT (CAVE and WRIGHT, JJ.) discharged the rule, being of opinion that there was no power to order the vestry to pay the costs in question. Rule discharged.—COUNSEL, *Macmorran; Bosanquet, Q.C., and Foley. SOLICITORS, W. Lewis; S. Price & Sons.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Bankruptcy Cases.

Re EDWARDES, Ex parte EDWARDES—Vaughan Williams and Kennedy, JJ., 2nd and 4th April.

BANKRUPTCY—MARRIED WOMAN CARRYING ON A TRADE SEPARATELY FROM

HUSBAND—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1 (5).

This was an appeal from a receiving order made by the registrar of the county court at Pontypridd against Mrs. Florence Edwardes as a married woman carrying on a trade separately from her husband, and, therefore, by section 1 (5) of the Married Women's Property Act, 1882, subject to the bankruptcy laws in respect of her separate property. Mrs. Edwardes appealed, upon the ground that she was not "trading separately from her husband" within the meaning of the Act. From the evidence it appeared that the husband was an undischarged bankrupt, and that shortly after his becoming bankrupt Mrs. Edwardes had borrowed some money, opened a banking account in her own name, and started in business. Such business was managed almost exclusively by the husband, the wife only assisting him when there was an exceptional press of work. It did not, however, appear that he was held out as a partner, or as liable for the debts of the business, or that he had any legal interest in the profits.

VAUGHAN WILLIAMS, J., dismissed the appeal. His lordship said that it was clear that Mrs. Edwardes had separate property from the evidence as to her borrowing the money with which to start the business. As to "trading separately from her husband," that was a question of fact to be determined upon the principle laid down by himself and Kennedy, J., in *Re Helsby, Ex parte Helsby* (1 Manson, 12). His lordship had there stated (at p. 17), "The principle was that a married woman is not to be subject to the bankruptcy laws in respect of a business which is under the control of her husband, either wholly or partially." By "control" he did not mean management of the business as in the present case, but rather a financial control of the business, such as would give him an interest in the profits, or make him liable for the debts. In the present case the husband had only managed the business as his wife's servant, and it could not be said to be either wholly or partially under his control.

KENNEDY, J., *concurrit*.—COUNSEL, *Glascodine and H. G. Snowden; Muir Mackenzie*, Solicitors, *Davis & Ingram, Pontypridd; Gibson, Weldon, & Bilborough.*

[Reported by F. M. FRANKS, Barrister-at-Law.]

Re BASSETT, Ex parte LEWIS—Vaughan Williams and Kennedy, JJ., 4th April.

BANKRUPTCY—PETITION BY LIQUIDATOR OF A LIMITED COMPANY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4 (a)—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 1—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 10 (1).—COMPANIES (WINDING-UP) ACT, 1893 (56 & 57 VICT. c. 58), s. 1—BANKRUPTCY NOTICE CONTAINING TWO JUDGMENTS.

This was an appeal from the refusal of the registrar of the county court at Birmingham to make a receiving order against the debtor, upon the ground that the petitioning creditor, being the liquidator of a limited company, should have presented the petition in the name of the company, and not in his own name. Bassett, the debtor, had been a director of Bassett's Plaster Co. (Limited), which went into liquidation in October, 1892. In his capacity as a director he had received £139 18s. 11d., which sum he retained, whereupon the liquidator applied to the court under section 10 of the Companies (Winding-up) Act, 1890, and obtained an order compelling Bassett to repay the moneys so retained. Upon Bassett failing to pay the moneys, the liquidator, taking advantage of section 1 of the Companies (Winding-up) Act, 1893, which makes an order under section 10 of the Companies (Winding-up) Act, 1890, equivalent to a final judgment for the purposes of section 4 (a) of the Bankruptcy Act, 1883, issued a bankruptcy notice against Bassett in the name of "Joseph Lewis, liquidator of Bassett's Plaster Co. (Limited)," calling upon Bassett to pay the sum due to "Joseph Lewis as such liquidator aforesaid." Upon Bassett's failure to comply with the bankruptcy notice Lewis presented a petition in his own name, stating that Bassett was "indebted to me as such liquidator aforesaid" in the sum mentioned. Counsel for the appellant contended that the petition was rightly presented in this form, because the order of the court called upon Bassett to pay the sum to Lewis, and Lewis was bound to frame the bankruptcy notice in accordance with the order, and since, by section 1 of the Bankruptcy Act, 1890, any person who is entitled to enforce a final judgment is to be deemed a creditor who has obtained a final judgment, it was really correct to set forth in the petition that the debtor was indebted to him though the debt was in fact due to the company. Counsel for the respondent contended that not only was the petition in the wrong form, but that the bankruptcy notice was also bad as containing two judgments, since it called upon Bassett to pay, not only the sum due under the order and the costs of that order, but also the costs of his unsuccessful appeal to the Divisional Court against such order.

VAUGHAN WILLIAMS, J., dismissed the appeal upon both grounds. The bankruptcy notice was bad whether the order of the Divisional Court as to the costs of the appeal was to be considered a judgment or not. A bankruptcy notice may not contain two judgments, nor may it contain a judgment and something else. As to the other point his lordship held that the liquidator was the right person to issue the bankruptcy notice, but that the petition was in the wrong form and should have been "*Ex parte* The Bassett Plaster Co. (Limited)," and that this was not a mere matter of form, for it gave the debtor an opportunity of raising a set-off, if he had any, against the company, which he would be unable to raise against the liquidator in proceedings under section 10 of the Companies (Winding-up) Act, 1890.

KENNEDY, J., *concurrit*.—COUNSEL, *Muir Mackenzie; F. C. Willis*. SOLICITORS, *Charles Capron; F. Hutton.*

[Reported by F. M. FRANKS, Barrister-at-Law.]

Solicitors' Cases.**DE REUTER v. THE MORRIS PROCESS CO. (LIM.)—Stirling, J., 4th April.**

SOLICITOR—NOTICE OF CHANGE MADE WITHOUT DUE AUTHORITY—R. S. C., VII., 3.

This was a motion by the defendant company in an action by debenture-holders against the company asking that a notice in writing signed by Messrs. Taunton & Dade, solicitors, to the effect that they, the said Messrs. Taunton & Dade, had been appointed to act as solicitors to the above-named company in the place of John Hart, solicitor, and filed in the Central Office, be taken off the notice delivered to the company or to the said John Hart, their solicitor, on the ground that Messrs. Taunton & Dade had never been appointed to act as solicitors for the company, and were not authorized on behalf of the said company to give or file such notice. It appeared that the company was formed in 1891. Under the articles of association the directors were empowered to appoint a managing director for certain purposes therein set forth. On the 29th of May, 1891, the directors appointed John Hart solicitor to the company, and in 1892 they appointed a managing director, whose powers, however, were never definitely defined. In 1893 a debenture-holders' action was commenced by one Dodgson. Mr. Hart entered an appearance thereto on behalf of the company. That action was ended by the intervention of the present plaintiff, whose friends advanced money in order to buy out Dodgson. The money thus advanced was secured by debentures, of which the plaintiff became a considerable holder. Their validity was questioned, and the plaintiff commenced this action, to which Hart again entered an appearance on behalf of the company. After the said appearance by Mr. Hart Messrs. Taunton & Dade gave (under R. S. C., ord. 7, r. 3) the notice of change of solicitors the subject of this motion. Their sole authority for giving this notice was derived from the managing director aforesaid. Counsel for the company submitted that the notice was bad as the managing director had no authority to appoint another solicitor in the place of Mr. Hart. On behalf of Messrs. Taunton & Dade it was urged that Mr. Hart's appointment was not a proper appointment, seeing that it was made by three directors who were practically the sole debenture-holders, whose interests were consequently antagonistic to those of the shareholders, and that the managing director was justified in interfering on behalf of the latter and appointing another solicitor to represent the company in the place of Mr. Hart.

STIRLING, J., held that the notice must be taken off the file. There was nothing in the articles which directly empowered the managing director to appoint a solicitor to act for the company, and as at the date of his (the managing director's) appointment there was a solicitor already appointed by the directors it was very improbable that the directors intended to confer any such power upon him. Messrs. Taunton & Dade had issued the "notice of change" on the authority of the managing director; but in his lordship's opinion he had no authority to act at all in the matter, and therefore the notice was bad, and must be taken off the file.—COUNSEL, *Hastings, Q.C., and C. T. Mitchell; Ribton; F. Ridder*. SOLICITORS, *John Hart; H. H. Price; Taunton & Dade.*

[Reported by ARTHUR MASTON, Barrister-at-Law.]

Re A SOLICITOR—North, J., 29th March.

SOLICITOR—ATTACHMENT—DEBTORS ACT, 1869.

This was a motion to attach a solicitor who had disobeyed two orders of the court. The first order directed him to pay over to his client the balance, if any, found due from him upon the taxation of his bill of costs within four days after service upon him of the order and the certificate of the taxing master; the costs of the taxation being reserved. A balance of £20 17s. 5d. was found due from the solicitor. The second order was for the payment of the costs of the previous taxation, when taxed, by the solicitor. These costs were taxed at £25 12s. 6d.

NORTH, J., held that the balance due from the solicitor was within the exception of 32 & 33 Vict. c. 62, s. 4, sub-section 4, and, following *Re Rose* (20 W. R. 694, L. R. 7 Ch. 523), gave leave to issue a writ of attachment.—COUNSEL, *R. F. Norton*. SOLICITORS, *Edmunds & Jubb.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

County Courts.**HODSON v. GREEN & MACCONNELL—Marylebone, 7th March.**

MASTER AND SERVANT—APPRENTICE—BREACH OF AGREEMENT.

Judge STONOR, in delivering judgment, said: By an indenture of apprenticeship (in the ancient form still used in the City of London), dated the 9th of March last, the defendants, who are therein described as upholsters and decorators, and also as partners, in consideration of £25 paid by the plaintiff, William Hodson, to the defendants, the infant plaintiff was apprenticed to the defendants for one year, and the defendants agreed to teach him "the art of an upholsterer and decorator," and to pay him weekly wages, viz., 10s. for the first six months, and 15s. for the remainder of the said term. The defendants subsequently agreed verbally and in writing to extend the said term for six months. The partnership between the defendants was dissolved in May last, and upon such dissolution the infant plaintiff, with his consent and the subsequent assent of his father, continued to serve his apprenticeship with the defendant Green, who continued to carry on the same business as the partnership had done. During the months of August

and September last year the infant plaintiff was unable to perform his duties, being laid up with typhoid fever. It is admitted that the defendants never taught the plaintiff the practical part of "the art of business of an upholsterer," that they did not know or carry on the same, and that they merely purchased articles of upholstery, or got them on commission, from manufacturers, and sold them to their customers. They, however, taught the infant plaintiff the art (if it can be so called) of pricing the goods on such purchases and sales, and of exposing them for sale to the best advantage, and also instructed him to some extent in the art of decorating houses and rooms, blending of colours, &c. The first and principal question in this action is whether the defendants were, under the covenant in the deed of apprenticeship to teach the infant plaintiff "the art of an upholsterer and decorator," bound to teach him the practical part of such art. An important case of *Eaton v. Western* (De Colyar's County Court Cases, 108, 47 L. T. Rep. 593, 9 Q. B. D. 636), which came before me in the Southwark County Court so long ago as 1882, and which afterwards went before a divisional court and the Court of Appeal, appears to me to be in point. There the infant plaintiff had been apprenticed to a firm of mechanical engineers who carried on the manufacturing part of the business, and also that of repairing and selling by retail, and as agents, which had dissolved partnership, one partner continuing to carry on the manufacturing part of the business, and the other the repairing and selling portion of it, and I held that neither partner was entitled to command the services of the apprentice, as neither carried on the whole of the business in question. I also held that one partner, who had removed from London to Derby, could not call upon an outdoor apprentice to follow him there; but that is not material to the present case. The Divisional Court reversed my judgment on both points, following, on the second point, a case of *Royce v. Charlton* (8 Q. B. D. 1). The Appeal Court, however, restored my judgment on both points, expressly overruling at the same time the case of *Royce v. Charlton*. That eminent judge, Hannen, J., in delivering judgment, said with regard to the first point that the apprentice "was to be taught the business in its entirety, and was entitled to be educated in the business of buying and selling as well as that of manufacturing" (51 L. J. 54). The present is the converse case; the infant plaintiff demands, and is no doubt entitled, to be taught the business of manufacturing as well as that of buying and selling. I therefore think that the plaintiff, William Hodson, his father, is entitled to recover as damages for breach of agreement a portion of the premium paid by him, but not the whole as claimed, inasmuch as the infant plaintiff has certainly derived some benefit under the agreement, and also as the apprenticeship is still continuing. I also think that the infant plaintiff is entitled to recover damages for breach of agreement. The amount of such damages (which under the circumstances is difficult to fix) I will consider hereafter. The next question in this case is, whether the infant plaintiff is entitled to wages for the two months during which he was unable to serve. I think that, as there was an agreement for payment of weekly wages for one year, and that his illness was temporary, he is entitled to such wages at the increasing rate provided by the agreement, amounting in all to about £11 (*Cookson v. Stones*, 28 L. J. 25, Q. B.), and of course he has continued, and that he will continue so long as he serves, entitled to wages at that rate. The next question in this action is, whether the defendant MacConnell is, notwithstanding the dissolution of the partnership, liable for the above damages and wages, and I think that he is liable, under his covenant in the agreement, for both, although he is in all probability entitled to be indemnified by the defendant Green. There remains to be considered what should be the amount of damages, and, bearing in mind that the infant plaintiff has derived some advantage from his apprenticeship and also that one-third of the entire extended term (which as yet the plaintiffs appear to claim) remains unexpired, I think that the plaintiff William Hodson ought not to receive more than £12, nor the infant plaintiff more than £3 at the present time. I should, however, strongly recommend the parties to agree to treat the agreement as void or determined, or to increase these amounts to (say) £16 and £4 respectively. If this be not done, and the apprenticeship continues, the defendants will remain liable to teach the infant plaintiff the practical art of upholstery, and to actions for breach of agreement so to do at the end, and even during the continuance, of the apprenticeship. Whatever the verdict may be, it will be entered against both defendants, with costs on scale B.—COUNSEL, Powell; Pocock; Metcalfe.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 26.—Mr. A. E. Clarke in the chair.—The subject for debate was: "That the policy of the Government with regard to the Church in Wales deserves support." Mr. Trevor Roberts opened in the affirmative, and Mr. Cornallius Wheeler opened in the negative. The following members also spoke:—Messrs. Hair, Archer White, Daniel, Neville Tebbutt, W. E. T. Jones, Dickson, and Jolly. The debate, which evoked considerable interest, was then adjourned to the following Tuesday, upon the motion of Mr. Wilde, seconded by Mr. Everington.

April 2.—Mr. J. S. Wilkinson in the chair.—The subject for debate was the adjourned debate on the policy of the Government with regard to the Welsh Church. The following members spoke: Messrs. Everington, A. Smith, Edwards, and Bell in the affirmative; and Messrs. H. Harcourt

and A. W. Watson in the negative. Mr. Trevor Roberts replied. The motion was lost by three votes.

LEGAL NEWS.

APPOINTMENTS.

Mr. HERBERT J. FISHER, solicitor, of Cardiff, has been appointed a Commissioner for Oaths for the Colonies of South Australia and Tasmania. Mr. Fisher is also a commissioner for oaths for New South Wales.

Mr. ARTHUR TOLLER, barrister, has been appointed Recorder of Leicester, in the room of Mr. Saint, deceased.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

GERARD FREDERICK DE ZONTE and FRANK CHORLTON LINGARD, solicitors (Smith, de Zoete, & Lingard), 20, Finsbury-circus, London. March 25. The said Frank Chorlton Lingard will continue to carry on the said business under the same style and at the same address.

[Gazette, April 5.]

WILLIAM DUNN and ERNEST WILLIAM BENNETT, solicitors (Dunn & Bennett), Frouse. March 25. The said William Dunn will continue to carry on the said business at the same address.

OSWALD BIRD, FREDERICK ALBERT WOOD, and ARTHUR HERBERT WOOD, solicitors (Wood, Bird, & Wood), Eastcheap. April 6. So far as regards the said Oswald Bird.

[Gazette, April 9.]

The partnership of Messrs. WOOD, BIRD, & WOOD, solicitors, of 35, Eastcheap, London, having been dissolved by mutual consent, Mr. OSWALD BIRD has joined the firm of Messrs. WORTHINGTON EVANS & SON, who have also admitted Mr. BERNARD HILL into partnership. The business will in future be carried on at 35, Eastcheap, under the style of Worthington Evans, Bird, & Hill.

Messrs. HARCOURT & SONS, solicitors, of St. Paul's-chambers, Nos. 19, 21, and 23, Ludgate-hill, London, have taken over the business of the late Mr. Frederick ROIT, and will in future carry on his business in conjunction with their own at the above address under the style of Harcourt, Sons, & ROIT.

INFORMATION WANTED.

JOHN COTTENHAM LUXFORD, deceased.—Any person having a will of John Cottenham Luxford, formerly of Stevenage, Herts, afterwards of Bedford, and late of Seaford, Sussex, who died at Seaford on the 28th of March, 1895, is requested to communicate at once with Arthur Hussey, solicitor, 3, King-street, Cheapside, London, E.C.

GENERAL.

It is announced that Lord Justice Kay, who is staying in Norfolk, Mr. Justice Chitty, who is at present in Italy, and Mr. Justice Wills, who is in Hampshire, are now all convalescent, and will resume their seats on the bench after the Easter vacation.

The *Times* says that the drainage of the eastern block of the Royal Courts of Justice is now being entirely reconstructed and replaced and will take some months to finish. With the completion of this part of the building the whole of the drainage of the Law Courts will have undergone a thorough overhaul, and, when finished, all the latest sanitary appliances will have been provided for the various lavatories, &c. More direct access to the waiting-rooms for witnesses and others will shortly be provided by the construction of doors leading straight from the court corridor to these rooms. The first one to be opened out will be between Queen's Bench Court IX. and Probate Court I., and will be cut through the stone wall of the court corridor.

In November last, says the *Times*, a memorial signed by 125 leading bankers was presented to the Lord Chancellor requesting that effect should be given to the views of the Treasury on the subject of the winding up of public companies, as expressed in a letter written by the Secretary to the Treasury on behalf of the Treasury to the Secretary of the Board of Trade on the 23rd of January, 1893. Mr. Boulton proposes to ask the Chancellor of the Exchequer whether it is intended to take any action in the direction suggested; whether the Treasury adhere to the views expressed in that letter; and whether any instructions have been given to the official receivers not to act as permanent liquidators in any case unless the parties interested are unable to find a competent representative of their interests elsewhere.

SALE OF LIFE POLICIES AND REVERSIONS.—Results of Messrs. H. E. Foster & Cranfield's Sale at the Mart, E.C., on the 4th inst.:—Absolute Reversion to £467 12s. 7d. Bank of Ireland Stock, value £1,590, life aged 46, £550; ditto to one-fourth of £4,860, represented by £162 East Indian Railway Class B Annuity, life aged 66, £700; ditto to one-seventh of £14,739 2½ per Cent. Consols, life aged 43, £715; ditto to £6,000 in Army

and Navy Co-operative Society shares, life aged 77, £3,375; ditto to legacy of £70, life aged 73, £45. Reversion to £8,366 24 per Cent. Consols, life aged 56, £3,850; ditto to one-seventh of Freehold Properties, payable after Jan. 28, 1895, value £125 per annum, and \$300 cash, £315. Policy of Assurance for £3,000, life aged 63, £1,450; ditto for £2,000, life aged 63, £1,500; ditto for £2,000, life aged 70, £850; ditto for £1,500, life aged 54, £560; ditto for £1,000, life aged 65, £620; two policies for £500 each, life aged 59, £400; 24 Shares, £10 each (£7 paid), in *Graphic* and *Daily Graphic*, £1,201. The total sale realized over £16,500, the policies fetching from 20 to 72 per cent. above office surrender value.

WINDING UP NOTICES. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—FRIDAY, April 5.

J. H. STYKE & Co, LIMITED.—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to George Buckley, Silver st, Halifax.
NEW COMFORT GOLD MINING Co, LIMITED.—Creditors are required, on or before May 1, to send their names and addresses and the particulars of their debts or claims, to Mr. John Shaw Sheldrick, 1, Crosby sq., Baker & Co, Cannon st, solers for liquidator.
PERRIN GULF STRAITS Co, LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 6, to send their names and addresses, with full particulars of their debts or claims, to Lowless & Co, 26, St Martin's lane, Cannon st.
TOTTENHAM LAGER BEER BREWERY AND ICE FACTORY, LIMITED.—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Mr. Albert Henry Bellingham, 42, Evelina rd, Nunhead. Pollock & Co, Lincoln's inn fields, solers for liquidator.

London Gazette.—TUESDAY, April 9. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

BILLET, LIMITED.—Creditors are required to send particulars to J. Alfred S. Hassall, 6, Lord st, Liverpool, on or before May 21.
BRIDGINGTON QUAY RECREATION GROUND Co, LIMITED.—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to Henry John Jackson, Bridginton Quay.
BUTTERWORTH & STINGER, LIMITED.—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Mills & Co, Estate bldgs, Huddersfield.
GARNER PATENT SAFETY HOIST Co, LIMITED.—Creditors are required, on or before May 6, to send their names and addresses, and particulars of their debts or claims, to Harold Mather, 10, Acrefield, Bolton. Rutter, Bolton, solers for the liquidator.
GROVER & Co, LIMITED.—Peta for winding up, presented April 5, directed to be heard on Wednesday, April 24. Powell & Rogers, Essex st, Strand, agents for Halliley & Stimson, Bedford, solers for petra. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 23.
HAND IN HAND INVESTMENT AND MORTGAGE Co, LIMITED.—Peta for winding up, presented April 6, directed to be heard on April 24. Linklater & Co, 3, Bond st, Walbrook, solers for petra. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 23.
RAILWAY PILLOWS DISTRIBUTION Co, LIMITED.—Creditors are required, on or before May 7, to send their names and addresses, and particulars of their debts or claims, to Paul Bevan, Leadenhall bldgs. Linklater & Co, Bond st, Walbrook, solers for liquidator.

FRIENDLY SOCIETIES DISSOLVED.

PERCY AMICABLE BENEFIT SOCIETY, Shoulder of Mutton Inn, Appleton Roebuck, Bolton Percy R S O, York. March 30.
ROYAL SOVEREIGN FRIENDLY SOCIETY, 3, Brasenose rd, Liverpool. March 30.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 29.

LE BLOND, ABRAHAM, Kingston Hill Stationer. April 24. Le Blond & Co, Ltd v Davis, Chitty, J. Edwards, Chancery.
ROBINSON, WILLIAM, North Somerville, Lincoln, Farmer. April 30. Bell v Robinson Stirling, J. Ingoldby, Louth.
SHERWIN, JOHN, Kingston upon Thames, retired Surgeon. April 25. Nelson v the Attorney-General, Chitty, J. Nelson, Martin's lane, Cannon st.
WALLINGFORD, EDWARD ALFRED, 81 Ives, Huntingdon, Solicitor. April 23. Frank v Wallingford, Stirling, J. Woodbridge, Surrey st, Strand.
YOUNG, NATHANIEL, Ludgershall, Wilts. April 30. Kayes v Young, Stirling, J. Stokes, Chippingham, Wills.

London Gazette.—TUESDAY, April 2.

HARDMAN, GEORGE, Sylvan st, Oldham. May 2. Hardman v Turner, Registrar, Liverpool. McMaster, Liverpool.
MATTHEWMAN, WILLIAM, Huddersfield, Iyer. April 30. Neville v Matthewman, North, J. Sykes, Huddersfield.
PAUL, WESTWORTH FRANCIS DEAN, Bath Hotel, Piccadilly, Gent. May 1. Shipway v Mitcalfe, Stirling, J. Lewis, Chancery lane.
SMITH, WILLIAM, Bradbury st, Kingland, Umbrella Manufacturer. May 1. Smith v Simpson, North, J. Young, Stoke Newington rd.
STUART, WILLIAM, Woolwich, Doctor of Medicine. May 1. Smith v Stuart. Mead & Fowler, Old Berjants' inn.

London Gazette.—TUESDAY, April 2.

CACKETT, SAMUEL ROBERT PACKHAM, Approach rd, Victoria pk, Lithographic Printer May 10. Cackett v Cackett, North, J. Pope, Bucklersbury.

PERRY, WILLIAM WYNNHAM, Bonella, Caterham Valley May 13. Bandle Bros v Butler, Kekewich, J. Pollock, Lincoln's inn fields.
WORSFOLD, WILLIAM JAMES, Petworth, Sussex May 10. Barnes v Worsfold, Chitty, J. Piffeld, Petworth.
WORTHY, GEORGE, Red Briar Pitty Me, Durham, Cowkeeper April 23. Worthy v Worthy, Registrar, Durham Brownless, Durham.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 29.

BANKES, JOHN SCOTT, Northop, Flint, Eng May 24. Kelly & Keene, Mold.
BULLER, HON MRS CHARLOTTE YARDE, Queen's gate May 1. Maude, Gt Winchester st.
CHASE, ARTHUR, Titchfield, Builder April 30. Armstrong, Chancery lane.
CHING, WILLIAM, Crediton, Grocer May 10. F E & H O Smith, Crediton.
COATES, RICHARD DOBBIE, Northallerton, Registrar May 11. Faber & Co, Stockton on Tees.
CODNER, HENRY, Hottsey, Boot Maker May 1. Chapman, London Wall.
COOKESLEY, MARGARETTA DEURY, Hastings April 30. Plumtree, Louthbury.
CRAVEY, MATTHEW, Guiseley, Farmer May 10. Newstead & Co, Otley.
DANIELL, FRANCES ANNE, Newbury May 13. Pennington & Son, Lincoln's inn fields.
DAVIES, NANCY SOPHIA FRANCES, St Leonards on Sea May 4. Davies, Willeston.
DOTLE, ANNE, Mayfield May 1. Fooks & Co, Carey st.
FELL, LAURA, Eastbourne April 29. Pugh, Raymond bldgs.
FISH, GEORGE HENRY FREDERICK, Norwich, Bootmaker May 6. Culley, Norwich.
FOVEAUX, CATHERINE, Kilburn May 27. King & McMillan, Bloomsbury sq.
GOOD, MARIA, Camden Town April 25. Lewis & Lewis, Ely pl.
GREEN, ARTHUR, Chelsea, Gent May 6. Smith, Lincoln's inn.
HATHWAY, WILLIAM, Durdham Down, Bristol, Esq April 23. Dix, Bristol.
HAWKINS, FRANCIS BISSET, Bournemouth, Dr June 1. Symonds & Sons, Dorchester.
HENDERSON, JOHN HENRY, Manchester, Clock Maker April 30. Bowden, Manchester.
HODGKINSON, ROBERT, Cheshire, Chester May 17. Farrar & Co, Manchester.
HOLLICK, MARY ANN, Llandudno May 1. Chamberlain & Johnson, Llandudno.
HOLT, GEORGE, Dudley, Hardware Merchant May 1. Stratton & Son, Wolverhampton.
JAGUES, MARY, Newbold May 10. Wilkins & Toy, Chipping Norton.
JONES, ELIZABETH, Birkdale May 1. Townsend, Hull.
MACKENZIE, LOUISA MATILDA, Overton, Flint May 1. Browne & Co, Old Jewry.
PAYNE, JANE, Sharnstone, Staffs April 30. Russell, Lichfield.
PEARCE, JOSEPH HENRY, St Leonards on Sea, Retired Coachman April 13. Ellis & Phillips, Hastings.
PETHERAM, WILLIAM, Stapleton April 30. Benzin & Co, Bristol.
PRICE, JOHN, Hastings May 1. Morgan, Hastings.
RUSSELL, CATHERINE, 8 Mundham May 1. Hacker & Allen, Leek.
SIDEBOTTOM, JAMES, Mottram in Longendale, JP May 1. Vaudrey, Manchester.
SMITH, STEPHEN, Manchester, Gent April 27. Peacock & Co, Liverpool.
SPENCER, ELIZABETH, Feltwell, Norfolk May 4. Houshen & Houshen, Thetford.
STAFFORD, SARAH, Newmillerdam, Yorks May 1. Williams & Co, Wakefield.
SWAIN, GEORGE ANNING, 8 Hottsey, Accountant May 10. Harvey, Fenchurch st.
THORNTON, THOMAS, Greenwich, Gent April 25. Sandom & Co, Deptford.
TIBBET, JANE, East Dulwich May 14. Beck, East India avenue.
TOWN, BETSY, Morecombe July 1. Johnson & Tilley, Lancaster.
WATSON, RUTH, Edgware rd April 30. Burgoyne & Co, Oxford st.
WEBBER, SARAH JANE, Stockwell Park rd May 9. Surr & Co, Abchurch lane.
WELSH, RALPH DALYELL, Freshfield, Lancs April 25. Miller & Williamson, Liverpool.
WILSON, SAMUEL, Ashton under Lyne April 27. Whitworth, Ashton under Lyne.
WISS, PAULINE MARGARET AUGUSTA, Dawlish May 15. Toner & Co, Dawlish.

London Gazette.—TUESDAY, April 2.

ALDUM, MARY ANN, Stroud May 31. Winterbotham & Sons, Stroud.
ATTENBOROUGH, ISAAC, Ilkeston, Farmer June 5. Wing, Nottingham.
BARTHOLOMEW, ROBERT, Fulham, Licensed Victualler May 9. Norman & Co, Lincoln's inn.
BLAND, MARY, Grimsthorpe May 1. Wright, Cambridge.
CARNELL, ANNE, Nottingham May 8. Elborne, Nottingham.
CHISWELL, SARAH ELIZABETH, Hoxton Sept 20. Hewlett & Co, Gray's inn.
CHRISTIE, SARAH, Catesfield May 1. Sheppard, Battle.
COOKE, CANON WILLIAM, Sussex sq May 11. Few & Co, Surrey st.
COOPER, GEORGE, Fulham rd, Auctioneer May 1. Harris & Chetham, Finsbury circus.
CRADOCK, JOHN, North Bradley Dec 30. Cruttwell & Co, Frome.
CROFT, BENJAMIN, Leeds May 15. James, Leeds.
CROWE, JOHN CHARLES, Litherland, Draper May 1. Husband, Liverpool.
DAVIES, DAVID, Goldhawk rd, Schoolmaster April 27. Thompsons & Co, Cornhill.
DODMAN, FORBY, Southampton, Postmaster May 1. Ellaby, Southampton.
ERINGTON, LOUISA JANE, Newcastle upon Tyne April 29. Arnett & Co, Newcastle upon Tyne.
FORSTER, GEORGE TOWNSEND, Admaston, Esq May 31. Potts & Potts, Bromley.
FORSTER, JOHN, Halifax, Gent May 15. Sutcliffe, Hebden Bridge.
FREEMAN, CHARLES FREDERIC, Haverhill, Solicitor April 22. Graham, Haverhill.
HALSALL, EDWARD, Southport April 30. Hodge, Southport.
HARTLEY, MARGARET, Stockport Moor April 30. Bowden, Manchester.
HILL, JOHN, Abergavenny, Tiler May 10. Baker, Abergavenny.
JOHNSON, EDWARD CHARLES, Eaton pl, Esq May 15. Caprons & Co, Savile pl.
JOLLY, SARAH, West Kensington pk May 1. Cole & Jackson, Essex st.
KENDALL, JOHN, Tadcaster, Bricklayer May 1. Broom & Sons, Tadcaster.
KERRISON, LADY CAROLINE MARGARET, Berkeley sq April 30. Dawson & Co, Lincoln's inn.

LAMPLOUGH, WILLIAM, Gt Driffield, Butcher April 20 White, Gt Driffield
 LEGGE, GEORGE, Madeley, Brick Manufacturer May 31 Potts & Potts, Broseley
 LEWIS, CHARLES STEPHEN, Balham, Coal Dealer May 10 Wheeler, Queen Victoria st
 LEWIS, DAVID EVANS, Carmarthen, Esq May 1 Brown, Carmarthen
 MACKENZIE, EMMA, Kensington pk gdns May 1 Arnold & Henry White, Gt Marlborough st
 MALLAM, GEORGE, Hampstead, Solicitor April 17 Mallam & Son, Oxford
 PARSONS, PETER, Whitehall, Office Keeper May 24 Laundry, Strand
 QUESNE, MARY LE, Poland st May 6 Linklaters, Walbrook
 RANDALL, CHARLOTTE, Reading May 1 Clarke & Co, Gresham house
 RATTO, JOHN LOUIS, South Buckhurst Hill, Esq April 20 Stocken, Lime st
 SMYTH, ARCHIBALD JACKSON, Elsworth rd, Stockbroker May 1 Brandons, Essex st
 SOMERTON, SOPHIA, Bristol May 14 Gwynn & Masters, Bristol
 STENNEY, LUCY, Mellor, Derby May 10 Johnsons, Stockport
 TAYLOR, CORNELIUS, Patricroft June 28 Simpson & Simpson, Manchester
 THOMAS, CHARLES, Gravesend April 20 Tolhurst & Co, Gravesend
 THOMAS, RICHARD, Hebden Bridge, Grocer May 1 Sutcliffe, Hebden Bridge
 TRITTON, REV WILLIAM BISCOE, Hove May 4 Janson & Co, Finsbury circus
 VERNALS, JAMES, Doddenham, Farmer May 1 Matthews & Campbell, Worcester
 WALLER, JOHN, Oldham, Newsagent April 18 Sixsmith, Oldham
 WHITEHOUSE, EDWIN, Kingsbury, Farmer May 2 Dale & Co, Birmingham

London Gazette.—FRIDAY, April 5.

ATKINSON, JANE, Whitley, Northbrid May 6 Brett, Morpeth
 BEAL, WILLIAM PHILPOTT, Margate, Farmer May 6 Seal, Sergeant's inn
 BERNINGHAM, DAVID, Aston juxta Birmingham, Wax Vene Manufacturer May 1 Price & Adcock, Birmingham
 BIDDEN, MARTHA, Landowne gdns May 15 Rooper & Whately, Lincoln's inn fields
 BOWEN, HENRY, Paddington May 15 Peake & Co, Bedford row
 BROWN, CLEMENT JOSEPH, Upper Norwood, Shipbroker May 4 Scott & Co, Queen st
 BURY, MARGARET, Macclesfield June 24 Withington & Co, Manchester
 CALVERT, GEORGE, Southport, Innkeeper May 20 Brabner, Liverpool
 CLOWES, FRANCIS, Norwich, Auctioneer May 5 Goodchild, Norwich
 DE CLIFFORD, HILDA Lady, Westminster May 15 Wieg & Du Cane, Gray's inn sq
 DREYER, GEORGE AUGUSTUS, Chislehurst, Esq May 10 Coulson, Leadenhall st
 DRIVER, JAMES, Wakefield, Jeweller May 6 Pickersgill & Rowlands, Wakefield
 EDEN, BETSEY, Oxtou May 8 Steel, Liverpool
 EDWARDS, JOHN, Fairfield, Superintendent of Telegraphs May 1 Mackay, Liverpool
 EWING, ELLEN ELIZABETH, Norwich May 1 Gilbert, Norwich
 GARDNER, JOHN, Liverpool May 5 H F Neale, 125, Dale st, Liverpool
 GARNETT, GEORGE, Ryde, Gas Engineer May 6 Pardell, Ryde
 GOODWIN, CASTLE SMITH, Dover, Baker April 20. Knecker, Dover
 HAYWARD, WINSTON JOHN CURTIS, Bideford, Esq. May 9. Nisbett & Co, Lincoln's inn fields
 HEATHCOTT, EDWARD, Chapel on le Frith, Lime Merchant April 20. Lord, Manchester
 HIBBERT, ANN, South Hackney May 20. Ashbridge, Whitechapel rd
 HIRST, ANN JANE, Liverpool May 25. Donnison & Edwards, Liverpool
 HOLMES, JAMES JOSHUA, Bermondsey, Gent. April 27. Saffery & Co, Tooley st
 HOLMES, LEMUEL, Loughborough, Labourer May 4 Moss, Loughborough
 HOPKINS, ANN, Sittingbourne May 1 Harris & Harris, Sittingbourne
 INGRAM, FRANKERICK JAMES, Argyll st, Victualler May 6 Roy & Cartwright, Lothbury
 JACKSON, THOMAS, Leeds May 9 Wilson, Ashton under Lyne
 KAPPE, PAUL, Stuttgart, Banker May 1 Rehder & Higge, Mincing lane
 LADDELL, SUSANNAH MARIA GERTRUDE MARY, Prudhoe May 12 Dees & Thompson, Newcastle upon Tyne
 LIVERSY, JOHN, Pall Mall, Gent May 15 C G Hyde, Pump st
 LLOYD, THOMAS, Llanbedrogoch, Gent May 27 Roberts, Bangor
 MACKENZIE, PATRICK, Leicester, Brewer's Agent July 1 Harvey & Clarke, Leicester
 MARTIN, THOMAS, Tyldesley, Gent May 17 Carr, Atherton
 MEAR, ROBERT, Stapenhill, Schoolmaster May 3 Knowles & Eveshead, Burton on Trent
 NOOTT, REV JOHN FREDERICK, Frostenden May 1 Cooper, Southwold
 PALMER, JOHN, Gainsborough, Patternmaker May 15 Hayes & Son, Gainsborough

PITT, GEORGE, York pl, Portman sq May 6 Gush & Co, Finsbury circus
 POTTER, FREDERICK GEORGE, Plymouth, Licensed Victualler May 20 Dobell & North, Plymouth
 PYKE, BENJAMIN ROGERS, Bideford May 15 Hopburn & Co, Cheapide
 READ, ELIZABETH, Old Ford rd May 20 Ashbridge, Whitechapel rd
 ROLT, FREDERICK, Ludgate hill, Solicitor May 4 Harcourt & Co, Ludgate hill
 SAGAR, JOHN, Atherton, Clogger May 17 Carr, Atherton
 SAUNDERS, REGINALD FLOYER, South Kensington May 1 Becher, Bedford row
 SENIOR, WILLIAM NEWMAN, Bath, Fishmonger May 17 Maule & Robertson, Bath
 SHELLEY, JULIA MATILDA, Brighton May 1 Tattrell & Co, Gracechurch st
 SQUIRE, WILLIAM, Hanwell, Chemist May 31 Mitchell, Bedford row
 TEMPESTON, THOMAS ATO, Manchester, Corn Merchant May 6 Hulme & Co, Manchester
 THOMPSON, HARRISON, Blackheath May 10 Brunskill, Gt James st
 TRESDIDER, JOHN EDWARD, New Kent rd May 13 Watson & Co, Beuverie st
 VIRANT, ANNA HOLLAND, St Leonards May 11 Markby & Co, Coleman st
 WELLS, ELIZABETH, Dorking May 8 Hart & Co, Dorking
 WILKINS, EMILY HAY, Bayswater May 20 Robinson & Wilkins, King Arms rd

London Gazette.—TUESDAY, April 9.

ASHTON, WILLIAM, Horncastle, Agricultural Implement Manufacturer May 23 Clithrow & Eley, Horncastle
 ATKINSON, JAMES, Old Bond st, Perfumer May 20 Wright, Lincoln's inn fields
 BIKES, SAMUEL, Bayswater, Builder May 20 Garrard & Co, Pall Mall East
 COX, CHARLES, Bognor, Baker May 11 Staffin & Staffin, Bognor
 CROFT, HARRIET, Wetherby May 8 Gray & Dodsworth, York
 EDEN, BETSEY, Oxtou May 8 Steel, Liverpool
 FILLISHAM, GEORGE HENRY, Newark, Esq May 27 Burch & Co, Spring gdns
 GLAHOUE, WILLIAM, Hebburn, Durham, Butcher May 1 Atchison, Newcastle upon Tyne
 GREENWOOD, JOHN, Huddersfield, Paint Merchant June 1 Bottomley, Huddersfield
 HARFORD, FREDERICK, Beckenham, Esq June 6 Woolley, Gt Winchester st
 HILLS, LYDIA, Folkestone May 15 Hall, Folkestone
 HOPKINS, WILLIAM, Gloucester, Hotel Proprietor May 1 Crossman & Co, Thornbury
 HORDERN, ANTHONY, Macclesfield, Gent May 4 May, Macclesfield
 JUDD, FREDERICK JAMES, Baker st, Licensed Victualler May 20 Tyler, Clement's inn
 KETTLEWELL, FRANCES, Scarborough May 8 Gray & Dodsworth, York
 KERALE, CATHERINE ANN, Liverpool May 21 Suter, Liverpool
 LAYBRIDGE, WILLIAM GEORGE, Hastings May 7 Ellis & Phillips, Hastings
 LAW, LAURA, Kilburn May 9 Retteley, Finsbury circus
 LLOYD, THOMAS, Norwich, Gent May 10 Kent & Son, Norwich
 MACKENZIE, EMMA, Kensington pk gdns May 1 Arnold & Henry White, Gt Marlborough st
 MADDOCK, ELIZABETH, Notting Hill May 8 Hunters & Haynes, Lincoln's inn
 MEALOR, MARTHA JANE, Liverpool, Licensed Victualler May 14 Quiggin & Bros, Liverpool
 PATRICK, FRANK, Camden Town May 21 Hughes & Co, Budge row
 REXTON, JAMES HALL, West Brighton, Stock Dealer May 15 Hargrove & Co, Victoria st
 RICHARDSON, CHARLES EDWARD, Leeds, Tanning Material Merchant May 4 Rooks & Midgley, Leeds
 SCOTT, ELIZABETH REBECCA, Pimlico May 22 Smith & Sm, Furnival's inn
 SHAW, JABEZ, Lewes, Grocer May 31 Hillman, Lewes
 SMITH, MARY ANN, Elmore May 15 Treasure, Gloucester
 STOTT, THOMAS, Dewsbury May 11 Ibberson & Pickles, Dewsbury
 THOMAS, MARY, Cardiff April 24 Leigh & Horley, Cardiff
 TIDDIAM, MARY ANN, Leyton May 9 Betteley, Finsbury circus
 TOOVEY, EMMA, Somerset st May 8 Tyrrell & Son, Raymond bldgs
 WARRINGTON, JOSEPH, Halifax, Grocer May 11 Rhodes & Evans, Halifax
 WHITCHURCH, WILLIAM HENRY, Nottingham May 10 Maples & McCraith, Nottingham
 WHITE, ROBERT, Notting hill, Solicitor May 9 Betteley, Finsbury circus
 WIDFELL, ELIZABETH, Peckham May 11 J G Heylin, Iverson rd, West Hampstead
 WILSON, HENRY, Pall Mall, Cigar Importer June 1 Herbert, Cork st
 YOUNG, THOMAS, Warwick, Chemist May 6 Chinn, Birmingham

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

BANKRUPTCY NOTICES.

RECEIVING ORDERS.

London Gazette.—FRIDAY, April 5.

ANSTROTHER, FREDERICK, Pimlico, Wine Merchant High Court Pet Jan 12 Ord April 2
 ARMSTRONG, GEORGE, Goldsmith, Butcher Hanley Pet April 2 Ord April 2
 BAYLEY, WILLIAM WILKINSON, and JOHN ANDREWS, Brynmill, Builders Swansea Pet April 2 Ord April 2
 BLAKE, JOHN GRANVILLE, Piccadilly High Court Pet Feb 13 Ord April 2
 BURNIDGE, WILLIAM, Truro, General Dealer Truro Pet April 3 Ord April 3
 CADLE, HENRY, Carmarthen, Hotel Proprietor Carmarthen Pet April 2 Ord April 2
 CAVES, ADAM, Bow, Draper High Court Pet April 3 Ord April 3
 CLAPTON, JOHN WILLIAM, Leeds, Woollen Manufacturer Leeds Pet March 30 Ord March 30

CLARKE, ROBERT, Norwich, Carter Norwich Pet March 15 Ord April 3
 COLVER, WALTER, Waltham Abbey, Saddler Edmonton Pet March 30 Ord March 30
 DARGO, MARGARET, Leeds, Draper Leeds Pet April 1 Ord April 1
 DAVIES, EDWARD, Trearlaw, Baker Pontypridd Pet April 3 Ord April 3
 DAVIES, SARAH ANNE, Swansea, Butter Merchant Swansea Pet March 30 Ord March 30
 DICKSON, T M, Clerk in Holy Orders Norwich Pet March 23 Ord April 3
 ELLERY, WILLIAM HENRY, St Austell, Coal Merchant Truro Pet April 3 Ord April 3
 ELLIS, EDGAR JOHN, Lyncham, Grocer Swindon Pet April 2 Ord April 2
 EVANS, RICHARD MORRIS, Pontypridd, Ironmonger Pontypridd Pet April 1 Ord April 1
 FARAM & CO, C S, Worcester, Hop Factors Worcester Pet March 5 Ord March 30
 GARRIDE, WILLIAM, Huddersfield, Cab Proprietor Huddersfield Pet March 2 Ord March 23

GAY, CHARLES JOHN, Winchester, Furniture Dealer Winchester Pet April 3 Ord April 3
 HALLAMORE, ALFRED, Bromley, Fancy Dealer Croydon Pet April 1 Ord April 1
 HALL, THOMAS, Birmingham, Tea Merchant Birmingham Pet Jan 24 Ord April 2
 HILL, HENRY, Coventry, Grocer Coventry Pet April 3 Ord April 3
 HITCHCOCK, TOM, Alfreton, Labourer Derby Pet April 3 Ord April 3
 HODGKINSON, ROBERT HENRY, Burnley, Beerseller Haulry Pet April 1 Ord April 1
 HOPKINS, JOHN, Neath, Tailor Neath Pet April 2 Ord April 2
 HULBERT, WILLIAM HENRY, Bristol, Butcher Bristol Pet April 1 Ord April 1
 JAMESON, CHRISTOPHER WILLIAM, Kingston upon Hull, Confectioner Kingston upon Hull Pet April 3 Ord April 3
 JONES, EDWARD, Southport, Esq Dealer Liverpool Pet April 3 Ord April 3

JESSE, JOHN, Miffield, Grocer Dewsbury Pet April 1
Ord April 1
JONES, JOHN ISRAEL, Penygraig, Outfitter Pontypridd
Pet April 2 Ord April 2
JOWETT, HERBERT, Bradford, Ale Merchant Bradford
Pet April 3 Ord April 3
KELLY, H. J., Broad st. High Court Pet March 7 Ord
April 8
MORRICE, GEORGE LEVER, Formby, Clerk Liverpool Pet
March 30 Ord April 1
NATLOR, WILLIAM, Leeds, Plumber Leeds Pet April 3
Ord April 3
NETTLETON, WILLIAM, Leeds, Beerhouse Keeper Leeds
Pet April 1 Ord April 1
PATON, GEORGE BARCLAY BRUCE, Bucklebury, Company
Promoter High Court Pet Feb 28 Ord April 3
PHILLIPS, HERBERT, Wellington, Madeley Pet March 30
Ord March 30
PICKLES, HENRY, Bradford, Grocer Bradford Pet April 1
Ord April 1
PICKWORTH, CHARLES EDWIN JOHN, Holloway, Mantle
Manufacturer High Court Pet April 1 Ord April 1
POWLES, WILLIAM, Henley in Arden, Innkeeper Warwick
Pet April 2 Ord April 2
PRICE, JOSEPH, Waltham Cross, China Merchant Edmon-
ton Pet April 1 Ord April 1
ROBINSON, JOHN, Coatham, Boilersmith Stockton on Tees
Pet April 2 Ord April 2
SEARLE, WALTER RICHARD, Sheffield, Currier Sheffield
Pet April 3 Ord April 3
SHAW, MARY, Huddersfield, Grocer Huddersfield Pet
April 3 Ord April 3
SMART, WALTER, St Albans, Coal Merchant St Albans
Pet April 1 Ord April 1
SMITH, THOMAS, Carmarthen, Grocer Carmarthen Pet
April 1 Ord April 1
SMITH, WILLIAM, Liverpool, General Merchant Liverpool
Pet April 1 Ord April 1
SPIVEY, JOSEPH, Thirsk, Innkeeper Northallerton Pet
April 1 Ord April 1
THOMAS, JOHN, Ebbw Vale, Grocer Tredegar Pet April 3
Ord April 3
TOWSE, JAMES, Woking, Farmer Guildford Pet March 6
Ord March 30
TURNBIDGE, WALTER, Crossing, Builder Chelmsford Pet
March 30 Ord March 30
WRIGHT, JOHN, Hull, Corn Merchant Kingston upon Hull
Pet March 6 Ord March 30

The following amended notice is substituted for that published in the London Gazette of Feb. 19:—
HOLPE, GEORGE CARTER, Hixhill, Kent, Farmer Canterbury Pet Jan 21 Ord Feb 16

The following amended notice is substituted for that published in the London Gazette of March 8:—
TAYLOR, THOMAS, Tunstall, Boot Dealer Hanley and Tunstall Pet Feb 28 Ord March 4

The following amended notice is substituted for that published in the London Gazette of March 26:—
DORWARD, DAVID KINCALD, Darlington Stockton on Tees Pet March 9 Ord March 30

The following amended notice is substituted for that published in the London Gazette of April 2:—
WHITLEY, WILLIAM, Bodmin, Jeweller Truro Pet March 20 Ord March 29

ORDER RESCINDING RECEIVING ORDER.

BARKER, DIGBY HILDYARD, Lichfield, Staffordshire, Capt Walsall Rec Ord Jan 1 Rec March 20

FIRST MEETINGS.

BELLAMY, WILLIAM ALFRED, Fownhope, Farmer April 13 at 2.30, 2, Offa st, Hereford
BISHOPSWERDER, MAX, Rent Stonehouse, Cigar Merchant April 17 at 11 10, Athensum terrace, Plymouth
BLOXHAM, STUART CHARLES, Goudhurst, Surgeon April 19 at 2.30 Off Rec, 24, Railway approach, London Bridge
BROWN, ARTHUR, Epworth, Potato Merchant April 17 at 3 Off Rec, Figgate lane, Sheffield
CHRISTENSEN, EDWARD, Mary, Gravesend April 29 at 11.30 Off Rec, 149, High st, Rochester
CHRISTENSEN, ALFRED FERDINAND, Leeds, Professor of Music April 18 at 11 Off Rec, 23, Park row, Leeds
CORT, THOMAS, Sketty, Colliery Proprietor April 18 at 12 Off Rec, 31, Alexandra rd, Swansea
DAVIES, THOMAS, Swansea, Builder April 17 at 3 Off Rec, 31, Alexandra rd, Swansea
FIRTH, SAMUEL, Carlton, Sausage Maker April 17 at 11 Off Rec, 23, Park row, Leeds
FORSIDICK, JOSEPH HUNT, Chester, Clothier April 17 at 12 Crypt chambers, Chester
GARRIDE, WILLIAM, Huddersfield, Carrier April 19 at 3 Off Rec, 6, Queen st, Huddersfield
GIBBS, HENRY ALBERT, Birmingham, Egg Merchant April 18 at 11 23, Colmore row, Birmingham
GRAYES, HENRY JAMES, Gooles, Farmer April 17 at 1.45 Londonborough Arms Hotel, Market pl, Selby
HALES, WILLIAM EMANUEL, Neath, Builder April 18 at 3 Off Rec, 31, Alexandra rd, Swansea
HALL, HENRY, Birmingham, Greengrocer April 22 at 12 23, Colmore row, Birmingham
HEKON, WILLIAM, Leeds, Fish Dealer April 17 at 12 Off Rec, 22, Park row, Leeds
HOWELLA, JOSEPH, Withington, Farmer April 19 at 10 2, Offa st, Hereford
JONES, WILLIAM, Aberkenfig, Grocer April 19 at 11 Off Rec, 23, Queen st, Cardiff
KAISER, MARK, Edgbaston, Boot Dealer April 19 at 12 4, New st, Leicester
LOCKWOOD, HERBERT, Rotherham, Labourer April 17 at 2.30 Off Rec, Figgate lane, Sheffield
MARRIOTT, HENRY, New Broad st, Merchant April 22 at 11 Bankruptcy bldgs, Carey st
MATTHEWS, THOMAS, Bromsgrove, Oil Dealer April 18 at 12 Off Rec, 45, Copenhagen st, Worcester

MULLEN, JOHN, Nottingham, Tailor April 18 at 12 Off Rec, St Peter's Church walk, Nottingham
ORRISON, JOHN, Snitter, Grocer April 18 at 10.30 Off Rec, Fink lane, Newcastle on Tyne
PATRICK, SOLOMON, New Sharlston, Grocer April 17 at 11 Off Rec, 6, Bond ter, Wakefield
PETTIT, WALTER, Bow, Licensed Victualler April 22 at 12 Bankruptcy bldgs, Carey st
PHILLIPS, HERBERT, Wellington April 17 at 11.30 Off Rec, 42, St John's Hill, Shrewsbury
PLUMRIDGE, EMANUEL WILLIAM, St Marlow, Farmer April 17 at 12 Off Rec's Office, 1, St Aldate's, Oxford
POVEY, ROBERT, West Smethwick, Builder April 21 at 2 County Court, West Bromwich
TAYLOR, HENRY ALFRED, Finsbury sq, Solicitor April 22 at 11 Bankruptcy bldgs, Carey st
ROBINSON, WILLIAM LEWELLYN, Addiscombe, Tea Dealer April 19 at 11 Bankruptcy bldgs, Carey st
THOMAS, ABRAHAM HERRIKIAN, Llansamlet, Colliery Proprietor April 17 at 12 Off Rec, 31, Alexandra rd, Swansea
WHITLEY, WILLIAM, Bodmin, Jeweller April 13 at 12.30 Off Rec, Bosworth st, Truro
YOUNG, JOSEPH, Birmingham, Assistant April 22 at 11 23, Colmore row, Birmingham

The following amended notice is substituted for that published in the London Gazette of March 19:—
PALMER, HARMAN HENRY, Woodchurch, Farmer April 22 at 12.30 Young & Sons, Bank bldgs, Hastings April 22 at 115

The following amended notices are substituted for those published in the London Gazette of April 2:—
DORWARD, DAVID KINCALD, Darlington April 10 at 3 Off Rec, 8, Albert rd, Middlesbrough
SLOCOMBE, JOHN, Bristol, Builder April 24 at 1 Off Rec, Bank chambers, Corn st, Bristol May 10

ADJUDICATIONS.

ANDREWS, RICHARD FLEXOR, Ilington, Meat Salesman High Court Pet Feb 25 Ord March 30
ARMSTRONG, GEORGE, Goldenhill, Butcher Hanley Pet April 2 Ord April 2
BATLEY, WILLIAM WILKINSON, and JOHN ANDREWS, Brynmill, Builders Swansea Pet April 2 Ord April 2
BISHOPSWERDER, MAX, Plymouth, Cigar Merchant Plymouth Pet March 9 Ord April 2
BROWN, ARTHUR, Epworth, Potato Merchant Sheffield Pet March 25 Ord April 1
BURNS, JOHN, Birmingham, Toolmaker Birmingham Pet March 11 Ord April 3
BURRIDGE, WILLIAM, Truro, Tinsplate Worker Truro Pet April 3 Ord April 3
CADLE, HENRY, Carmarthen, Hotel Proprietor Carmarthen Pet April 2 Ord April 2
CLAPTON, JOHN WILLIAM, Leeds, Woollen Manufacturer Leeds Pet March 30 Ord March 30
DARGE, MARGARET, Leeds, Draper Leeds Pet April 1 Ord April 1
DAVIES, EDWARD, Trealew, Baker Pontypridd Pet April 3 Ord April 3
DAVIES, REES, Swansea, Grocer Swansea Pet Jan 22 Ord April 2
DAVIES, SARAH ANN, Swansea, Butter Merchant Swansea Pet March 30 Ord March 30
EDWARDS, LEWIS LISCARD, Tailor Liverpool Pet March 19 Ord April 1
ELBERT, WILLIAM HENRY, St Austell, Coal Merchant Truro Pet April 3 Ord April 3
ELLIOTT, SAMUEL, Old Broad st, Joiner High Court Pet March 14 Ord March 30
EVANS, THOMAS DAVID, Ealing, Builder Brentford Pet Feb 6 Ord April 2
GARRIDE, WILLIAM, Huddersfield, Cab Proprietor Huddersfield Pet March 29 Ord March 30
GAY, CHARLES JOHN, Winchester, Furniture Dealer Winchester Pet April 3 Ord April 3
GRONOW, ARTHUR CORNELIUS, Newport, Mon, Printer Newport, Mon Pet March 12 Ord April 3
GUOGENHEIM, VICTOR SIMON, St Martin's le Grand, Embroidery Importer High Court Pet Feb 21 Ord March 30
HAWKES, FREDERICK, St Marlow, Saddler Aylesbury Pet March 22 Ord April 3
HAZELL, ENNET ORTON, Upper Norwood Croydon Pet Feb 26 Ord April 3
HILL, HENRY, Coventry, Grocer Coventry Pet April 3 Ord April 3
HITCHCOCK, TOM, Alfreton, Labourer Derby Pet March 30 Ord April 3
HODGKINSON, ROBERT HENRY, Burslem, Beerseller Hanley Pet April 1 Ord April 1
HOPKINS, JOHN, Neath, Tailor Neath Pet April 2 Ord April 2
HUGHES, WILLIAM HUNTLEY, Grasschurch st, Solicitor High Court Pet Feb 27 Ord April 2
HULME, ELISHA, Clun, Salop, Farmer Leominster Pet Feb 20 Ord April 1
JAMESON, CHRISTOPHER WILLIAM, Kingston upon Hull, Confectioner Kingston upon Hull Pet April 3 Ord April 3
JESSE, JOHN, Miffield, Grocer Dewsbury Pet April 1 Ord April 1
JONES, EDWARD, Southport, Boot Dealer Liverpool Pet April 3 Ord April 3
JOWETT, HERBERT, Bradford, Ale Merchant Bradford Pet April 2 Ord April 3
KAISER, MARK, Birmingham, Boot Dealer Birmingham Pet March 12 Ord April 2
KEEN, THOMAS, Licensed Victualler High Court Pet March 22 Ord April 1
KORIC, PHILIP, Blackstock rd, Flour Factor High Court Pet March 23 Ord April 1
LAMBERT, JOHN, Tandridge, Coachbuilder High Court Pet March 28 Ord April 1
MORGAN, ARTHUR WILLIAMS, and THOMAS HOWARD MORGAN, Cardiff, Decorators Cardiff Pet March 1 Ord March 29

NATLOR, WILLIAM, Leeds, Plumber Leeds Pet April 3 Ord April 3
NETTLETON, WILLIAM, Leeds, Beerhouse Keeper Leeds Pet April 1 Ord April 1
PICKLES, HENRY, Bradford, Grocer Bradford Pet April 1 Ord April 1
PORTER, JOHN, and WALTER PORTER, Bath, Auctioneers Bath Pet Feb 27 Ord March 25
RAWLINS, EDWARD JEFFERY, Dalton, General Dealer High Court Pet March 11 Ord April 1
ROBINSON, JOHN, Coatham, Boilersmith Stockton on Tees Pet April 2 Ord April 2
ROBINSON, WILLIAM LEWELLYN, Addiscombe, Tea Dealer High Court Pet March 26 Ord April 1
SHAW, MARY, Huddersfield, Grocer Huddersfield Pet April 3 Ord April 3
SMART, WALTER, St Albans, Coal Merchant St Albans Pet April 1 Ord April 1
SMITH, THOMAS, Carmarthen, Grocer Carmarthen Pet April 1 Ord April 1
SMITH, WILLIAM, Liverpool, Paper Merchant Liverpool Pet April 1 Ord April 1
SPIVEY, JOSEPH, Feliskirk, Yorks, Innkeeper Northallerton Pet April 1 Ord April 1
THOMAS, JOHN, Ebbw Vale, Mon, Grocer Tredegar Pet April 2 Ord April 3
TURNBIDGE, WALTER, Crossing, Builder Chelmsford Pet March 30 Ord March 30
WRIGHT, ELIAS GEORGE, Guildford, Coal Merchant Guildford Pet Feb 13 Ord April 1
The following amended notice is substituted for that published in the London Gazette of April 2:—
WHITLEY, WILLIAM, Bodmin, Jeweller Truro Pet March 20 Ord March 29

London Gazette.—TUESDAY, April 9.

RECEIVING ORDERS.

BAKER, CHARLES, Bury, Tailor Bolton Pet April 4 Ord April 4
BALLAN, E.A., Peckham High Court Pet March 30 Ord April 4
BEDFORD, WILLIAM HENRY, Colchester, Harness Maker Colchester Pet April 3 Ord April 3
BOOTH, LUKE, and EMMYNE ANNIE BOOTH, Handsworth, Outfitters Birmingham Pet April 5 Ord April 5
BROWN, THOMAS WEYMOUTH, Southend on Sea, Coal Dealer Chelmsford Pet April 3 Ord April 3
BYWATER, THOMAS, Pittingham, Corn Merchant Wolverhampton Pet April 4 Ord April 5
CAYNE, NATHANIEL, Wolverhampton, Tailor Wolverhampton Pet March 30 Ord April 5
COOPER, MATTHEW, Cultercoats, Fish Salesman Newcastle on Tyne Pet April 5 Ord April 5
DAVIES, JAMES, Blaenavon, Boot Maker Tredegar Pet April 4 Ord April 4
D'ARCY, RICHARD, Wolverhampton, Tailor Wolverhampton Pet March 30 Ord April 5
DES LARDES, EDWARD, Birmingham, Oil Merchant Birmingham Pet April 5 Ord April 5
ESTABROOK, CHARLES EUGENE, Huddersfield, Dentist Halifax Pet April 6 Ord April 6
EVANS, JOSHUA, Clyde, Grocer Carmarthen Pet April 3 Ord April 3
FLETCHER, JOSEPH, Leominster Leominster Pet April 4 Ord April 4
HARRIS, ARTHUR A. GOWER st, Auctioneer High Court Pet March 25 Ord April 5
HARRIS, DANIEL, Bilcoo, Carrier Bedford Pet April 5 Ord April 5
HARRISON, EDMUND CHOSIER, Horforth, Sugar Merchant Lee's Pet April 5 Ord April 5
HEARSE, JAMES, Nelson, Stonecrafter Burnley Pet April 5 Ord April 5
HELM, JASPER ISHERWOOD, Rochdale, Clerk Burnley Pet March 5 Ord April 4
HENDRICK, JOSEPH, Leicestershire sq, Club Proprietor High Court Pet March 15 Ord April 5
HERBERT, WILLIAM REGINALD, St James's High Court Pet Jan 10 Ord April 6
HICKS, VINCENT CLARKE, Beckenham, Tailor Croydon Pet April 4 Ord April 4
HOBGOOD, WILLIAM JOHN, Mordach Bishop, Licensed Victualler Exeter Pet April 5 Ord April 5
HOUDERT, HERBERT, Sadron Walden, Publican Cambridge Pet March 27 Ord April 6
HULME, THOMAS MORRIS, Sheffield, Tailor Sheffield Pet April 5 Ord April 5
JACKSON, HENRI, and FRANK ARTHUR MESSON, Liverpool, Confectioners Liverpool Pet Jan 24 Ord April 3
JACKSON, HENRY, W Bromwich, Clerk W Bromwich Pet April 4 Ord April 4
JOHNSON, ANDREW, Winchelsea, Baker Hastings Pet April 4 Ord April 4
MACY, THOMAS HYDE, Aberavon, Grocer Neath Pet April 5 Ord April 5
MAYN, WILLIAM, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet April 6 Ord April 6
MILLS, EDWIN, Stretton Bankerville, Farmer Leicester Pet April 4 Ord April 4
MOOR, EDGAR, JAMES MOORE, and JOHN WILLIAM MOORE, Arnold, Notte, Hosiers Nottingham Pet April 5 Ord April 5
NOTES, JOHN, Pontypridd, Greengrocer Pontypridd Pet April 5 Ord April 5
PALMER, ALBERT GEORGE, Bermuda way, Dairyman High Court Pet April 5 Ord April 5
QUINCY, ISAAC, Haxton rd, Baker High Court Pet April 4 Ord April 4
RATCLIFFE, THOMAS, Carlisle, Butcher Carlisle Pet March 25 Ord April 5
RICHARDS, WILLIAM SALWYN, Llanshidian, Farmer Swansea Pet April 4 Ord April 4
SCARLE, JOHN ARTHUR, Selby, Milk Dealer York Pet April 5 Ord April 5
SIMPSON, JOHN, Belisle Park pines, Manufacturer High Court Pet March 4 Ord April 4
SIZER, JONATHAN, Waterbeach, Shoemaker Cambridge Pet March 27 Ord April 4
SMALL, JOHN, Wakefield, Labourer Wakefield Pet April 4 Ord April 4

SMITH, SAMUEL (sen), and SAMUEL SMITH (jun), Stafford, Carlers Stafford Pet April 4 Ord April 4
 STOCKDALE, RALPH EDWARD, Leeds, Salesman Leeds Pet April 5 Ord April 5
 STONE, WALTER ALFRED, Putney, Lieutenant-Colonel Wandsworth Pet March 8 Ord April 4
 TYACK, JOHN, Aston Cantlow, Farmer Warwick Pet April 4 Ord April 4
 VAN HECK, GEORGE, Bow rd, Game Dealer High Court Pet March 16 Ord April 4
 WESSON, SAMUEL, Tipton, Public-house Manager Dudley Pet April 1 Ord April 1
 WOODHEAD, EDWARD CHARLES, Gray's inn rd, Shopfitter High Court Pet April 4 Ord April 4

FIRST MEETINGS.

ALMOND, JOHN TURNER, Sleaford, Miller April 18 at 12 Off Rec, Sleaford
 ANSTUTT, FREDERICK, Pimlico, Wine Merchant April 23 at 2.30 Bankruptcy bldg, Carey st
 BAKER, CHARLES, Bury, Tailor April 16 at 11 16, Wood st, Bolton
 BARTON, JOHN HENRY, Gt Grimsby, Grocer April 18 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 BENNETT, THOMAS, Gateshead, Cocoa Rooms Proprietors April 22 at 11 Off Rec, Pink lane, Newcastle on Tyne
 BLAKE, JOHN GRANVILLE, Piccadilly April 23 at 12 Bankruptcy bldg, Carey st
 BROWN, THOMAS, Earl's Court, Provision Merchant April 26 at 12 Bankruptcy bldg, Carey st
 BULLIVANT, RICHARD ANTHONY, Leeds, Architect April 22 at 11 Off Rec, 24, Park row, Leeds
 CAYEN, ADAM, Bow, Draper April 26 at 11 Bankruptcy bldg, Carey st
 CHILD, FRANK FREDERICK CHARLES, Leeds, Clerk April 19 at 11 Off Rec, 23, Park row, Leeds
 CLARKE, JOHN TOLSON, Middlesborough, Photographer April 17 at 3 Off Rec, 8, Albert rd, Middlesborough
 CLARKE, ROBERT, Norwich, Carter April 20 at 12 Off Rec, 8, King st, Norwich
 COLTER, WALTER, Waltham Abbey, Saddler April 19 at 8 Off Rec, 95, Temple chambers, Temple avenue
 DE BARBARCA H. Queen Victoria st April 23 at 11 Bankruptcy bldg, Carey st
 DUNCAN, WILLIAM SHAW, and JOHN EDWIN PICKARD, Leeds, Surveyors April 19 at 12 Off Rec, 22, Park row, Leeds
 EVANS, JOSHUA, Clyde, Pemb, Grocer April 17 at 11.30 Off Rec, 11, Quay st, Carmarthen
 GAY, CHARLES JOHN, Winchester, Furniture Dealer April 17 at 3 Off Rec, 4, East st, Southampton
 GREEN, PERRY SERRAT, Grosvenor sq April 23 at 11 Bankruptcy bldg, Carey st
 GUGGERHEIM, VICTOR SIMON, St Martin's le Grand, Embroidery Importer April 24 at 11 Bankruptcy bldg, Carey st
 HILL, HENRY, Coventry, Grocer April 18 at 11.30 Off Rec, 17, Hertford st, Coventry
 HINGSTON, PETER OWEN, Crews, Innkeeper April 19 at 4 Royal Hotel, Crews
 HITCHCOCK, TOM, Higham, Farmer April 17 at 12 Off Rec, St James's church, Derby
 HORTWOOD, SIR JOHN WILLIAM, Ashford, Kent, Baronet April 18 at 11 Baracen's Head Hotel, Ashford
 HORNCastle, SEPTIMUS WILKINS, West Ham Park, Provision Dealer April 23 at 12 Bankruptcy bldg, Carey st
 JOWETT, HERBERT, Bradford, Ale Merchant April 19 at 11 Off Rec, 31, Manor row, Bradford
 KIMBERLEY, JOSEPH, Sunswick, Metal Spinner April 24 at 2.30 County Court, W Bromwich
 LAMBERT, JOHN, Tundridge, Coachbuilder April 24 at 11 Bankruptcy bldg, Carey st
 LAWSON, JOHN NICHOLAS, Easington, Farmer April 18 at 4 Off Rec, 25, John st, Sunderland
 LLOYD, SARAH, Tonypany, Grocer April 16 at 8 Off Rec, Merthyr Tydfil
 MILLS, EDWIN, Stretton Bakerville, Farmer April 19 at 12.30 Off Rec, 1, Riddridge st, Leicester
 MOSE, HENRY, Leeds, Saddler April 18 at 12 Off Rec, Park row, Leeds
 PARK, JOHN, Sarraat, Farmer April 18 at 12 Coffee Tavern, High st, Watford
 PERRY, ELLIS, Billingham, Boot Maker April 23 at 12 Off Rec, Lincoln
 PENNY, WILLIAM, Ashton under Lyne, Paint Merchant April 23 at 8 Ogden's chmbrs, Bridge st, Manchester
 PICKLES, HENRY, Bradford, Grocer April 18 at 11 Off Rec, 31, Manor row, Bradford
 FOWLER, WILLIAM, Henley in Arden, Innkeeper April 18 at 12 Off Rec, 17, Hertford st, Coventry
 PRICE, JOSEPH, Enfield Wash, China Merchant April 23 at 12 Off Rec, 95, Temple chambers, Temple avenue
 RAW, THOMAS, Stockton on Tees, Corn Merchant April 17 at 3 Off Rec, 5, Albert rd, Middlesborough
 ROBINSON, DYHAN, Burnley May 3 at 1.30 Exchange Hotel, Nicholas st, Burnley
 ROTHER, FREDERICK HANE, Bedford sq April 18 at 2.30 Bankruptcy bldg, Carey st
 SCARLAN, JOHN ARTHUR, Selby, Milk Dealer April 19 at 12.30 Off Rec, York
 SHAW, MARY, Huddersfield, Grocer April 19 at 3.30 Off Rec, 6, Queen st, Huddersfield
 SIZER, JONATHAN, Waterbeach, Shoemaker April 25 at 12 Off Rec, 5, Petty Cury, Cambridge
 SMALL, JOHN, Wakefield, Labourer April 17 at 10.30 Off Rec, 6, Bond terrace, Wakefield
 SMITH, THOMAS, Carmarthen, Grocer April 17 at 11 Off Rec, Quay st, Carmarthen
 SMITH & BENNETT, Forest gate, Builders April 25 at 11 Bankruptcy bldg, Carey st
 THOMPSON, BERTMAN H. Bedford April 22 at 11.30 Off Rec, St Paul's sq, Bedford
 VISEY, GEORGE ROBERT, Richmond, Builder April 19 at 12 24, Railway approach, London Bridge, 8 E
 WALTERS, GEORGE HENRY, Kingston upon Hull, Builder April 18 at 11 Off Rec, Trinity House lane, Hull

WILKINSON, THOMAS, Oldham, Estate Agent April 18 at 3 Off Rec, Bank chambers, Queen st, Oldham
 WILLIAMS, JAMES, Pontypridd, Builder April 16 at 12 Off Rec, Merthyr Tydfil
 WRIE, FRED, Fulham rd, Bootmaker April 21 at 12 Bankruptcy bldg, Carey st
 WRIGHT, JOHN, Hull, Corn Merchant April 18 at 11.30 Off Rec, Trinity House lane, Hull

ADJUDICATIONS.

BAKER, CHARLES, Bury, Tailor Bolton Pet April 4 Ord April 5
 BEDWELL, WILLIAM HENRY, Colchester, Harness Maker Colchester Pet April 3 Ord April 3
 BROWN, THOMAS WESTMOUTH, Southend on Sea, Coal Dealer Chelmsford Pet April 2 Ord April 3
 CAYEN, ADAM, Bow, Draper High Court Pet April 3 Ord April 3
 CLARKE, ROBERT, Norwich, Carter Norwich Pet March 15 Ord April 5
 COCKRAN, JAMES, Chasewater, Grocer Walsall Pet March 30 Ord April 5
 COOPER, MATTHEW, Cultercra, Fish Salesman Newcastle on Tyne Pet April 5 Ord April 5
 DAVIES, JAMES, Blaenau, Bootmaker Tredegar Pet April 4 Ord April 4
 DORWARD, DAVID KIRKCALDY, Darlington Stockton on Tees Pet March 7 Ord April 1
 EVANS, JOSHUA, Clyde, Grocer Carmarthen Pet April 3 Ord April 3
 FLETCHER, JOSEPH, Loominster Loominster Pet April 4 Ord April 4
 FORBIDGE, JOSEPH HUNT, Chester, Outfitter Chester Pet March 30 Ord April 6
 GARDNER, JOHN DOVEY, Bermondsey, Haulier High Court Pet Feb 5 Ord April 3
 HARRIS, DANIEL, Silsoe, Carrier Bedford Pet April 3 Ord April 5
 HARRISON, EDMUND CROZIER, Leeds, Sugar Merchant Leeds Pet April 5 Ord April 5
 HARRIS, JAMES, Nelson, Stonemason Burnley Pet April 6 Ord April 5
 HICKS, VINCENT CLARKE, Beckenham, Military Tailor Croydon Pet April 4 Ord April 4
 HINGSTON, PETER OWEN, Crews, Innkeeper Nantwich Pet March 13 Ord April 4
 HORNCastle, SEPTIMUS WILKINS, West Ham pk, Provision Dealer High Court Pet March 13 Ord April 3
 HOSKING, WILLIAM JOHN, Moorhead Bishop, Licensed Victualler Exeter Pet April 5 Ord April 5
 HULAN, THOMAS MORRIS, Sheffield, Tailor Sheffield Pet April 5 Ord April 5
 JOHNSON, ANDREW, Winchelsea, Baker Hastings Pet April 4 Ord April 4
 KAYE, WILLIAM, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet April 6 Ord April 6
 MACINTYRE, THOMAS HYDE, Aberavon, Grocer Neath Pet April 5 Ord April 5
 MARSH, JOSEPH, St Helens, Builder Liverpool Pet March 12 Ord April 5
 MILLS, EDWIN, Stretton Bakerville, Farmer Leicester Pet April 4 Ord April 4
 MOORE, EDGAR, JAMES MOORE, and JOHN WILLIAM MOORE, Arnold, Notts, Hosier Nottingham Pet April 5 Ord April 5
 NOTES, JOHN, Pontypridd, Greengrocer Pontypridd Pet April 5 Ord April 5
 PALMER, ALBERT GEORGE, Bermondsey, Dairyman High Court Pet April 5 Ord April 5
 PENNY, WILLIAM, Manchester, Paint Merchant Ashton under Lyne Pet March 16 Ord March 30
 PICKFORTH, CHARLES EDWIN JOHN, Holloway, Mantle Maker High Court Pet April 1 Ord April 5
 QUINCY, ISAAC, Haytor rd, Baker High Court Pet April 4 Ord April 4
 RAW, THOMAS, Stockton on Tees, Corn Merchant Stockton on Tees Pet March 19 Ord April 3
 RICHARDS, WILLIAM SELWYN, Llanidfan, Farmer Swansea Pet April 4 Ord April 4
 SCARLAN, JOHN ARTHUR, Selby, Milk Dealer York Pet April 5 Ord April 5
 SIZER, JONATHAN, Waterbeach, Shoemaker Cambridge Pet March 27 Ord April 6
 SMALL, JOHN, Wakefield Wakefield Pet April 4 Ord April 4
 STANHOPE & CO, 1, St Helen's pl, Merchant High Court Pet Feb 6 Ord April 5
 STOCKDALE, RALPH EDWARD, Leeds, Clerk Leeds Pet April 6 Ord April 6
 THOMAS, ABRAHAM HERRICK, Llanidfan, Colliery Proprietor Neath Pet March 21 Ord April 4
 WESSON, SAMUEL, Tipton, Public house Manager Dudley Pet March 30 Ord April 1
 WOODHEAD, EDWARD CHARLES, Gray's inn rd, Shopfitter High Court Pet April 4 Ord April 5

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